

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will will meet for a Regular District Governing Board Meeting, open to the public, on **June 20, 2023 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona. The meeting can also be joined remotely using [WebEx](#). A passcode is required under certain circumstances and it is June23DGB.

One or more Board members and/or staff members may participate in the meeting remotely if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter(s) pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). The Board may vote to hold an executive session for the purpose of considering its position and instructing its attorney regarding the public body's position regarding contracts that are the subject of negotiations pursuant to A.R.S. §38-431.03 (A)(4). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 19th day of June, 2023, at 10:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. KINO RADIO
5. KNNB RADIO
6. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNKI RADIO]
7. KWKM RADIO
8. WHITE MOUNTAIN RADIO
9. NPC WEB SITE
10. NPC ADMINISTRATORS AND STAFF
11. NPC FACULTY ASSOCIATION PRESIDENT
12. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
13. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

M I S S I O N

**NORTHLAND PIONEER COLLEGE
PROVIDES EDUCATIONAL
EXCELLENCE THAT IS AFFORDABLE
AND ACCESSIBLE FOR THE
ENRICHMENT OF COMMUNITIES
ACROSS NORTHEASTERN ARIZONA.**

V I S I O N

NPC continually responds to the needs of our communities by cultivating generations of learners. By 2030, NPC will transform lives by advancing student success and socio-economic well-being through a spirit of innovation, partnership, and creative problem-solving.

V A L U E S

INTEGRITY
INCLUSION
ADAPTABILITY
CIVILITY
ACCESS

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
 2251 East Navajo Boulevard, Holbrook, Arizona
 Or you can join on [WebEx](#) (Passcode June23DGB).

Date: June 20, 2023

Time: 10:00 a.m.

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance	Chair Laughter
2.	Adoption of the Agenda (Action)	Chair Laughter
3.	Call for Public Comment <small>Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</small>	Chair Laughter
4.	Discussion Items:	
A.	Kayenta Land Ownership and Lease Presentation President Hazelbaker will introduce guests from the Kayenta Township to provide information connected to the Kayenta Center.	President Hazelbaker
B.	Standing Presentations:	
1.	Financial Position Russell Kupfer, Director of Financial Services, will provide a report on the financial position of the college for period July 1, 2022 to April 30, 2023	Director Kupfer
2.	NPC Student Government Association (SGA) Muriel Metcalf, Academic Advisor, has provided a written report included in the packet.	Written Report
3.	NPC Faculty Association No report.	No Report
4.	Classified & Administrative Staff Organization (CASO) Jodie Humphrey, CASO President, has provided a written report included in the packet.	Written Report
5.	Northland Pioneer College (NPC) Friends and Family Betsy Wilson, Director of Friends and Family, will report on scholarship winners and upcoming events.	Director Wilson
6.	Human Resources Staff has provided a written report, included in the packet, and will be available to answer questions.	Written Report
7.	Construction Update Director Huish will provide an update on construction projects.	Director Huish
8.	Arizona Association of Community College Trustees (AACCT) .. Chair Laughter may provide an update on activities from AACCT.	Chair Laughter
9.	President's Report President Hazelbaker will provide a report on activities from the President's office since the May meeting.	President Hazelbaker
5.	Consent Agenda for Action	Chair Laughter
A.	May 16, 2023 Truth in Taxation Hearing Minutes	
B.	May 16, 2023 Budget Hearing Minutes	
C.	May 16, 2023 Special Board Meeting Minutes	
D.	May 16, 2023 Regular Board Meeting Minutes	
E.	Resolution Designating the Chief Financial Officer for Auditor General's Office	
6.	For Discussion and Possible Action:	
A.	Old Business None.	

B. New Business:

1. **Request to Approve Board Member Travel** Paul Hempsey
Paul Hempsey, Recording Secretary to the Board, will present a request for Board Member Leslie to travel to the annual ACCT Leadership Congress in October 2023.
2. **Request to Accept Grant Funds – Northern Arizona Good Jobs Network (NAGJN)**..... President Hazelbaker
President Hazelbaker will request the Board accept grant funding from the Local First Arizona Foundation to participate in NAGJN.
3. **Request to Award Contract for Enterprise Resource Planning System** President Hazelbaker
President Hazelbaker will review the results from a Request for Proposals for Enterprise Resource Planning software and ask for Board approval to contract with the selected vendor.
4. **Request to Approve Annual Jenzabar Support and Maintenance for 2023-24** President Hazelbaker
President Hazelbaker will request the annual renewal of the current Enterprise Resource Planning software vendor contract.
5. **Request to Approve Purchase of Computers** Dean Raisor
Jeremy Raisor, Dean of Career and Technical Education, will ask for Board approval to purchase computer equipment using Higher Education Emergency Relief Funds.
6. **Executive Session**..... Chair Laughter
Pursuant to Arizona Revised Statute 38-431.03(A)(1) the Board may vote to enter Executive Session for discussion on the President’s performance and contract.
7. **Action from Executive Session** Chair Laughter
The Board may choose to take action on the President’s performance or contract.

7. **DGB Agenda Items and Informational Needs for Future Meetings** Chair Laughter

8. **Board Report/Summary of Current and Upcoming Events**..... Board Members
College/Board Events:
AC4 and ACCT Joint Leadership Meeting, August 23 and 24 in Flagstaff, AZ.

Community Events:

White Mountain Balloon Festival, June 23-25 in Pinetop.

Pioneer Days, July 20-22 at Fredrickson Park, Snowflake.

High Country Barbershop Chorus Annual Show, July 29 @ 3 pm Blue Ridge High School Auditorium, Lakeside.

Please let Paul Hempsey know if you plan to attend any of the listed events.

9. **Announcement of Next Regular Meeting**.....**August 15, 2023** Chair Laughter

10. **Adjournment**.....**(Action)** Chair Laughter

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action regarding any items in sections 5 and 6. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District’s attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District’s attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

Statement of Financial Position

July 1, 2022 to April 30, 2023

Budget Period Expired

83%

Tax Supported Funds				
Current General Fund				
	Revised Budget	Current Month Actual	Y-T-D Actual	%
REVENUES				
Primary Tax Levy	16,084,078	2,884,175	14,528,173	90%
State Aid:				
Maintenance and Operations	1,393,400	348,350	1,393,400	100%
Equalization	9,912,900	2,478,225	9,912,900	100%
Rural Aid	1,305,600	326,400	1,305,600	100%
Tuition and Fees	4,300,000	346,185	3,181,406	74%
Investment earnings	300,000	169,381	1,504,599	502%
Grants and Contracts	3,000,000	915,450	2,548,362	85%
Other Miscellaneous	170,000	41,963	286,861	169%
Fund Balance	1,500,000	-	-	0%
Transfers	(2,700,000)	(22,730)	(422,730)	16%
TOTAL REVENUES	\$ 35,265,978	\$ 7,487,399	\$ 34,238,571	97%
EXPENDITURES				
Salaries and Benefits	23,002,035	1,781,813	17,274,920	75%
Operating Expenditures	12,263,943	546,848	6,091,650	50%
TOTAL EXPENDITURES	\$ 35,265,978	\$ 2,328,661	\$ 23,366,570	66%
Unrestricted Plant				
		Current Month Actual	Y-T-D Actual	%
REVENUES				
State Aid:				
Capital/STEM	283,600	70,900	283,600	100%
Fund Balance	9,236,300	584,072	5,084,260	55%
Transfers In	2,000,000	157,600	1,464,841	73%
TOTAL REVENUES	\$ 11,519,900	\$ 812,572	\$ 6,832,701	59%
EXPENDITURES				
Capital Expenditures - WMC Facilities	9,236,300	584,072	5,084,260	55%
Capital Expenditures - Other	2,283,600	228,500	1,748,441	77%
TOTAL EXPENDITURES	\$ 11,519,900	\$ 812,572	\$ 6,832,701	59%

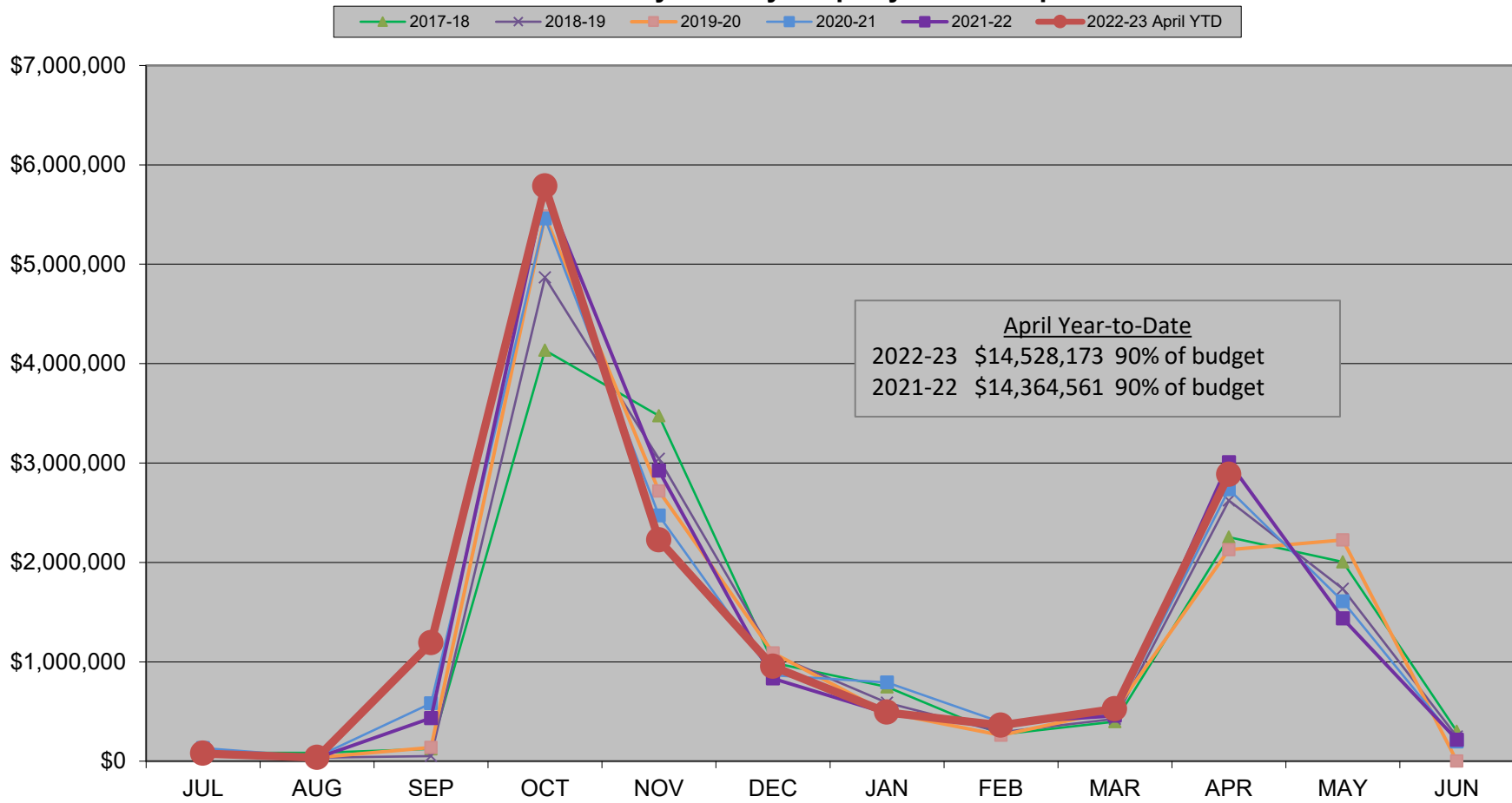
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 July 1, 2022 to April 30, 2023

Budget Period Expired 83%

Restricted and Auxiliary Funds				
Restricted				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Grants and Contracts	10,700,000	537,015	5,497,283	51%
Fund Balance				
Transfers In	500,000	2,351	252,351	50%
TOTAL REVENUES	\$ 11,200,000	\$ 539,366	\$ 5,749,634	51%
EXPENDITURES				
Salaries and Benefits	1,526,522	150,123	1,485,476	97%
Operating Expenditures	9,673,478	420,398	4,264,158	44%
TOTAL EXPENDITURES	\$ 11,200,000	\$ 570,521	\$ 5,749,634	51%
Auxiliary				
Current Month				
Budget	Actual	Y-T-D Actual	%	
REVENUES				
Sales and Services	150,000	8,798	103,154	69%
Fund Balance				
Transfers	200,000	20,379	170,379	85%
TOTAL REVENUES	\$ 350,000	\$ 29,177	\$ 273,533	78%
EXPENDITURES				
Salaries and Benefits	217,497	12,334	127,516	59%
Operating Expenditures	132,503	9,346	146,017	110%
TOTAL EXPENDITURES	\$ 350,000	\$ 21,680	\$ 273,533	78%

Cash Flows	
Cash flows from all activities (YTD)	\$47,094,439
Cash used for all activities (YTD)	\$36,222,438
Net Cash for all activities (YTD)	\$10,872,001

Monthly Primary Property Tax Receipts



April Year-to-Date
 2022-23 \$14,528,173 90% of budget
 2021-22 \$14,364,561 90% of budget

Student Government Association (SGA)

District Governing Board Report on June 20, 2023

Out Reach:

Brain food: During the first three days of finals week, May 8-10, SGA members filled “serve-yourself” snack boxes for Ponderosa Center, Aspen Center, Learning Center, and Cosmetology at WMC to provide study snacks and bottled water for students. The effort was very successful and \$450 worth of snacks were consumed at this location. Students expressed a great deal of appreciation for the snacks and thoughtfulness demonstrated. Faculty members also conveyed support for the enterprise. This was a pilot program and we look to expand it to other locations for the end of Fall semester.

Student Activities Survey: Members authored a Student Activities Survey that was sent out to all students through Marketing. The survey was open from May 9 to June 16, 2023. The purpose of the survey was to see what types of activities students are interested in, which locations they attend classes and where they would travel for activities.

To summarize, 44 students participated in the survey. The majority of students (82%) feel there is nothing to do at NPC other than attend class. Most students (28%) attend class at WMC or all online (26%). Students would travel to SCC (22%), PDC (22%) or WMC (27%) for activities. Students were evenly split between preferring daytime (33%), evening (33%), or weekend (34%) activities. The five most popular activities were, in order: End of the Year Celebration, Movie Nights, Pizza and Board Games, University Road Trips, and Study Groups. Most students (45%) were not interested in a mentoring program. To view the full results of the survey, please click this link: <https://ql.tc/yyPffa> SGA will use this information to plan events during the 2023-2024 academic year.

Fast Track Pizza Break: Forty-seven brand new high school graduates utilized the Fast Track Scholarship tuition voucher for summer classes at NPC. They were all invited to attend a pizza break at either WMC or SCC on June 6, 2023, from 12:30 – 2:30. Marketing provided various giveaways such as sweatshirts, t-shirts, and water bottles. SGA paid for the pizza and soda. SGA also

provided funds for those Fast Track students who could not pay the \$47 media fee which was not covered by the Fast Track tuition waiver.

Ribbon Skirt Making Workshop: Eagle Club advisor, Shandiin Deputee, contacted SGA to see if we could subsidize a summer Community and Corporate Learning workshop on making ribbon skirts. Ribbon skirts are brightly colored traditional clothing worn by many indigenous women and girls. NPC Eagle Club, with NPC Student Government Association Sponsorship, is offering this class for free at SCC June 16 - 17. This class will be led by Kiara Reid. Kiara has led several classes in the Phoenix metropolitan area to encourage Native American youth to learn how to make traditional ribbon skirts.



Fast Track Pizza Party at WMC, June 6, 2023: happy, hungry cosmetology students!



Brain Food Snack Box at Ponderosa Center, WMC, May 8-10, 2023



Brain Food Snack Box at Ponderosa Center, WMC, May 8-10, 2023

Thursday, June 8th, 2023

RE: CASO Report

To the Members of the NPC District Governing Board:

The end of spring semester and the start of summer is always a busy transition, as Northland Pioneer College sends off a new set of graduates on their way, either to continue their education with a traditional degree or into the workforce with a certificate that will help them progress in their chosen field. CASO is an integral part of Commencement as so many staff members give of their time and energy to give our students the best ceremony possible. The maintenance staff, who set up the stage, seating arrangements and communication system, and the records and registration staff who ensured that each student who was eligible to graduate received a personal invitation to Commencement and every other staff member who went above and beyond to make Commencement a success, deserve recognition for all their hard work.

However, with the beginning of the summer semester and a brand-new or returning group of students, NPC staff has continued to work hard to provide excellent service to our students. There are several big projects coming this fall semester, including finding a new ERP, developing priority actions for the strategic initiatives that were chosen at the beginning of the academic year and finishing building projects. These projects are all done with the goal of making Northland Pioneer College a better place for students to learn, grow and accomplish what they have set out to do. And NPC staff will be there every step of the way, from when a student first steps into the front office to register for their first class to when they cross that stage to receive their diploma.

It has been an honor to represent such hard-working and incredible people who are part of the organization of CASO as their president for the past year. And I look forward to Janalda Nash, the Vice President, leading CASO into the new academic year as President. I know she will do an amazing job.

Thank you.

Sincerely,

Jodie Humphrey
CASO President

Transform your life!



Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

HUMAN RESOURCES

MONTHLY REPORT

June 2023

EMPLOYEE RELATIONS AND STAFFING

We are excited to welcome the new Associate Vice President of Human Resources Christine Shaeffer. Christine will be relocating from Philadelphia. Her first day in the office will be Monday, July 31.

The Human Resources staff enjoyed getting to know Christine during the interview process and is looking forward to her arrival.

We continue to work through the process of finding our next Associate Vice President Chief Information Officer

EMPLOYEE CENSUS DATA

The following employees have left the institution since the last report.

- ❖ Abel Cepeda – Resigned – Effective 5/19/2023
- ❖ Cotillion Sneddy – Resigned – Effective 6/30/2023
- ❖ Sandy Manor – Resigned – Effective – 6/1/2023
- ❖ Danette Weiss – Resign – Effective – 6/15/2023
- ❖ Robert Johnson – Resigned – Effective – 6/15/2023
- ❖ Denice Saline – Resigned – Effective – 6/16/2023
- ❖ Jon Wisner – Retire – Effective 6/30/2023
- ❖ Jeff Taylor – Resigned – Effective – 7/14/2023

Turnover Rate For FY22/23	Employee Count	Separated	Turnover Rate
Total Employees as of 7/1/2022	292	33	11.3%
Total New Hires from 6/8/2022 to 06/08/2023	88		
Turnover Rate For the Last 12 Months	Employee Count	Separated	Turnover Rate
Totals for June 2022- June 2023	276	32	11.59%

*Turnover Rate Calculated by dividing the number of separated employees during the period by the number of employees at the beginning of the period. This figure reflects contract employees only and excludes temporary employees

RECRUITMENT

	# Qualified Applicants	Date Opened	Closing Date	Status
Early College Office Assistant White Mountain Campus	88	04/27/23	Open Until Filled	Offer in Progress
Project Manager Painted Desert Campus	9	04/21/23	Open Until Filled	Offer in Progress
Director of Career & Technical Education Program Development & Sustainability- Silver Creek Campus	2	04/21/23	05/07/23	Offer in Progress
Library Specialist White Mountain Campus	6	04/21/23	05/26/23	
Student Account Specialist Painted Desert Campus	21	04/19/23	Open Until Filled	
Faculty in Automotive Technology White Mountain Campus	8	04/21/23	05/07/23	Offer in Progress
Technology Support Technician White Mountain Campus	23	03/23/23	Open Until Filled	Offer in Progress
Academic Advisor Silver Creek Campus	14	05/18//23	06/15/23	
Technology Support Technician Little Colorado Campus	17	03/23/23	Open Until Filled	Offer in Progress
Director of Technical Services Painted Desert Campus	2	03/23/2023	Open Until Filled	
Assistant to the Campus Manager Little Colorado Campus	0	06/07/23	Open Until Filled	
Faculty in Clinical Nursing Little Colorado Campus	2	04/3/23	Open Until Filled	
Assistant to the Campus Manager Whiteriver Campus	1	05/04/23	05/09/23	Offer in Progress
Institutional Research Analyst White Mountain Campus	4	05/31/23	Open Until Filled	
Development Coordinator Silver Creek Campus	0	06/12/23	Open Until Filled	
Faculty in Allied Health White Mountain Campus	1	05/25/23	06/02/23	
Maintenance I White Mountain Campus	18	03/15/2023	Closed 03/28/2023	Offer in Progress
Lead Academic Advisor Painted Desert Campus	1	06/05/23	06/10/23	
Procurement Manager Painted Desert Campus	0	06/01/23	Open Until Filled	

EMPLOYEE DEVELOPMENT

WELCOME AND RECOGNITION

We would like to welcome the following new employees to Northland Pioneer College

❖ Financial Aid Advisor, One Stop Shop	Betty Brown
❖ Faculty in Early Childhood	Jennifer Lichtsinn
❖ Director of Public Safety Education	Chadley Kreuger
❖ Faculty of Anthropology	Robin Rickli
❖ Maintenance Lead	Brian Mower
❖ Maintenance I	Treven Naughton

Congratulations to the below employees as they transition to new positions

❖ Faculty in Nursing	Margaret Deming
❖ Interim Office of Accessibility & Inclusion Coordinator	Catherine Buckhorn

Congratulations to the below employees on their upcoming retirement

❖ Jon Wisner	June 2023
--------------	-----------

TOTAL REWARDS

BENEFITS AND COMPENSATION

We continue to make progress on the Gallagher Compensation Study project. Initial recommendations have been reviewed with President Hazelbaker and will be shared with the Cabinet in the near future. We look forward to sharing the final results after all of the reviews are complete.

Navajo County Community College District Truth in Taxation Public Hearing Minutes

May 16, 2023 – 10:00 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Elias Jouen (joined at 10:06 a.m.); Mr. Frank Lucero; Mr. Everett Robinson; Mr. Derrick Leslie (joined at 10:03 a.m.)

Governing Board Member Absent:

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Jeremy Raisor; Michael Broyles; David Huish; Russell Kupfer; Nicole Ulibarri; Michael Jacob; Shenethia Manuel; Christopher Green; Erin Pugh; Frank Orona; Janalda Nash; Katie Matott; Olivia Jaquez; Melody Niesen; Rebecca Sweet; Robert Johnson; Ruth Zimmerman; Talaina Kor; Wei Ma.

Agenda Item 1: Call to Order

Chair Laughter called the meeting to order at 10:00 a.m.

Agenda Item 2: Public Hearing - Truth in Taxation Publication

VPAS Ellison addressed the Board and stated the college was following Arizona statutes by notifying property taxpayers of its intention to raise primary property taxes and holding a Truth in Taxation Hearing.

Mr. Leslie joined the meeting at 10:03 a.m.

Agenda Item 3: Public Hearing for Truth in Taxation

VPAS Ellison reviewed the Proposed 2023-2024 Primary Property Tax Rate and Levy with the Board.

Mr. Jouen joined the meeting at 10:06 a.m.

Agenda Item 4: Call for Public Comment

None.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:07 a.m. upon a motion by Mr. Robinson, a second by Mr. Leslie. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.



Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

DRAFT

Navajo Community College District Governing Board Truth in Taxation Hearing – 5/16/23 – Page 2 of 2



Northland Pioneer College

Post Office Box 610 • Hollbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

Navajo County Community College District 2023-2024 Proposed Budget Public Hearing Minutes

May 16, 2023 – 10:07 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson; Mr. Derrick Leslie.

Governing Board Member Absent:

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Jeremy Raisor; Michael Broyles; David Huish; Russell Kupfer; Nicole Ulibarri; Michael Jacob; Shenethia Manuel; Christopher Green; Erin Pugh; Frank Orona; Janalda Nash; Katie Matott; Olivia Jaquez; Melody Niesen; Rebecca Sweet; Robert Johnson; Ruth Zimmerman; Talaina Kor; Wei Ma.

Agenda Item 1: Call to Order

Chair Laughter called the meeting to order at 10:07 a.m.

Agenda Item 2: Presentation of Proposed 2023-2024 Budget

VPAS Ellison addressed the Board and presented the Proposed 2023-2024 Budget commenting that the college would likely breach Expenditure Limitation but would see some legislative relief.

Mr. Lucero confirmed that the relief was in the form of a small monetary fine for a breach.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Adjournment

The meeting was adjourned at 10:10 a.m. upon a motion by Mr. Robinson, a second by Mr. Jouen. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

Navajo Community College District Proposed Budget Public Hearing – 5/16/23 – Page 1 of 1



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

Navajo County Community College District Special Board Meeting Minutes

May 16, 2023 – 10:11 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson; Mr. Derrick Leslie.

Governing Board Member Absent:

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Mike Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Jeremy Raisor; Michael Broyles; David Huish; Russell Kupfer; Nicole Ulibarri; Michael Jacob; Shenethia Manuel; Christopher Green; Erin Pugh; Frank Orona; Janalda Nash; Katie Matott; Olivia Jaquez; Melody Niesen; Rebecca Sweet; Robert Johnson; Ruth Zimmerman; Talaina Kor; Wei Ma.

Agenda Item 1: Call to Order

Chair Laughter called the meeting to order at 10:11 a.m.

Agenda Item 2: Request to Approve 2023-24 Proposed Tax Rate & Levy

VPAS Ellison reviewed the Request to Approve the 2023-2024 Proposed Tax Rate and Levy.

*Mr. Robinson moved to set the 2023-2024 primary property tax rate at 1.7536, generating a tax levy of \$17,000,000 as presented. The motion was seconded by Mr. Jouen. **The vote carried upon a roll-call vote, with affirmative votes from Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter. There were no votes against.***

Agenda Item 3: Request to Approve 2023-2024 Budget

VPAS Ellison reviewed the proposed 2023-2024 budget noting it included one year of the Capital Budget.

*Mr. Robinson moved to approve the proposed 2023-2024 budget as presented. The motion was seconded by Mr. Jouen. **The vote carried upon a roll-call vote, with affirmative votes from Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter. There were no votes against.***

Agenda Item 4: Request to Adopt 2024-2026 Proposed Capital Budget

VPAS Ellison reviewed the 2024-2026 capital budget proposal noting only the first year was included in the approved budget and the following two years were for guidance and would change as needs continue to be assessed.

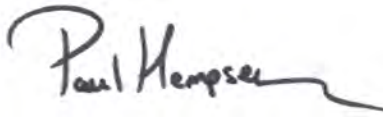


Mr. Jouen moved to approve the proposed 2024-2026 Capital Budget as presented. The motion was seconded by Mr. Robinson. The vote carried upon a roll-call vote, with affirmative votes from Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie and Chair Laughter. There were no votes against.

Agenda Item 5: Adjournment

The meeting was adjourned at 10:16 a.m. upon a motion by Mr. Robinson, a second by Mr. Jouen. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, Mr. Leslie, and Chair Laughter voting in favor. There were no votes against.

Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

DRAFT



Navajo County Community College District Governing Board Meeting Minutes

May 16, 2023 – 10:17 a.m.
Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Governing Board Member Present: Ms. Kristine Laughter; Mr. Elias Jouen; Mr. Frank Lucero; Mr. Everett Robinson.

Governing Board Member Absent: Mr. Derrick Leslie.

Others Present: President Chato Hazelbaker; Vice President for Learning and Student Services (VPLSS) Michael Solomonson; Vice President for Administrative Services (VPAS) Maderia Ellison; Director of Institutional Effectiveness Judy Yip-Reyes; Recording Secretary to the Board Paul Hempsey; Norvita Charleston; Jeremy Raisor; Michael Broyles; David Huish; Russell Kupfer; Nicole Ulibarri; Michael Jacob; Shenethia Manuel; Christopher Green; Erin Pugh; Frank Orona; Janalda Nash; Katie Matott; Olivia Jaquez; Melody Niesen; Rebecca Sweet; Robert Johnson; Ruth Zimmerman; Talaina Kor; Wei Ma; Victoria Fisher; Jason Reiner.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chair Laughter called the meeting to order at 10:17 a.m. and led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Robinson made a motion to adopt the agenda as presented. Mr. Jouen seconded the motion. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Discussion Items

4.A. Standing Presentations:

4.A.1. Financial Position

VPAS Ellison addressed the Board and presented the monthly Financial Position report for the period to March 31st, 2023.

4.A.2. NPC Student Government Association (SGA)

Written Report.

4.A.3. Faculty Association

Dr. Michael Broyles, Curriculum Coordinator, addressed the Board and presented on Cultural Studies in Higher Education.



4.A.4. Classified & Administrative Staff Organization (CASO)

No Report.

4.A.5. Northland Pioneer College (NPC) Friends and Family

Written Report.

Chair Laughter commented on the offer from Director of Friends and Family, Betsy Wilson, for the Board to review scholarship applications as it provided her with an insight to what NPC students were going through while attending college.

4.A.6. Human Resources

Written Report.

4.A.7. Construction Report

David Huish, Director of Construction, addressed the Board and provided a report on the construction projects at the college, noting it was nice to be reporting on only one building now.

Mr. Robinson asked how long it might take an addition to the Blunk Health Science Building in Winslow to be available, if approved by the Board. Director Huish noted the design phase would likely take 9 months with construction lasting at least 12 months if weather was perfect.

Mr. Lucero asked for the potential timeframe to add an Automotive program to the Skills Center building in Holbrook. Director Huish estimated between 9 months and 12 months after the Board approved the project.

4.A.8 Arizona Association of Community College Trustees (AACCT)

Chair Laughter asked Board Secretary Robinson to provide a report from the All Trustee meeting in April.

4.A.9 President's Report

President Hazelbaker addressed the Board and provided a report on topics including: Commencement; Completer Ceremonies; progress on Strategic Goals; successful visits from the Higher Learning Commission and the Accreditation Commission for Education in Nursing; searches for a Chief Information Officer and Associate Vice President – Human Resources; and Legislative updates.

4.B. Office of Institutional Effectiveness Quarterly Report

Written Report.

4.C. Higher Learning Commission Financial Ratios

Russell Kupfer, Director of Financial Services, addressed the Board and provided a review of financial data submitted to the Higher Learning Commission which is used to assess the financial health of the college.



Mr. Lucero asked why Governmental Accounting Standards Board (GASB) approved Statement No. 68, which requires governments entities providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability. President Hazelbaker noted it came about when a state got so underwater in their pension system that they could no longer meet the needs of retirees.

Mr. Jouen asked what the college liability stood at. VPAS Ellison noted it was around \$20 million and confirmed the college had funds available to cover this liability.

4.D. President's Evaluation

President Hazelbaker reviewed the process for his evaluation by the Board.

Agenda Item 5: Consent Agenda

- A. April 13, 2023 Retreat Meeting Minutes
- B. April 18, 2023 Regular Board Meeting Minutes
- C. April 19, 2023 Special Board Meeting Minutes

Mr. Robinson made a motion to accept the consent agenda as presented. Mr. Jouen seconded the motion. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.

Agenda Item 6: For Discussion and Possible Action

6.A. Old Business

None.

6.B. New Business

6.B.1. Request to Accept the Single Audit Report for the Fiscal Year Ended June 30, 2022

VPAS Ellison introduced Victoria Fisher and Jason Reiner from the Auditor General's office who provided a review of the audit process and responsibilities, the results from their audit, and recommendations associated with any findings.

Ms. Fisher and Mr. Reiner provided additional clarification on findings and timelines for fully correcting deficiencies from Board questions.

Mr. Robinson made a motion to accept the Single Audit report for the fiscal year ended June 30, 2022 as presented. Mr. Lucero seconded. The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.

6.B.2. Request to Approve Purchase of Storage Drives

President Hazelbaker reviewed the request to purchase two storage drive arrays to replace aging equipment and increase capacity at the college.

Mr. Lucero asked if the college was evaluating tax options on purchases as he believed it was possible to choose to pay taxes from the purchase location or delivery location.



*Mr. Jouen made a motion to approve the purchase of two hard drive arrays and support services from SHI International Corp for a cost of \$68,865.39 as presented. Mr. Lucero seconded. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***

6.B.3. Request to Purchase Exhaust Make-Up Air Unit

Jeremy Raisor, Dean of Career and Technical Education, addressed the Board and reviewed the request to purchase an exhaust make-up air unit for the Skills Center Building in Holbrook.

Mr. Jouen asked if the college had required sealed bids for the purchase. Dean Raisor noted that the college believed the cost would be under \$50,000.00 which did not require them to ask for sealed bids. When the quotes arrived, they were all over the threshold.

Mr. Lucero asked if the air quality was that bad in the building that the air system needed replaced. Dean Raisor noted that this was adding an additional unit to what was currently in place and VPAS Ellison responded that the hope was to see a further reduction in harmful pollutants with the additional unit in place.

*Mr. Lucero made a motion to approve the purchase of an exhaust make-up air unit from United Metal Products for a cost of \$121,373.00 as presented. Mr. Robinson seconded. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***

Agenda Item 7: DGB Agenda Items and Informational Needs for Future Meetings

Mr. Lucero asked for an update on the potential for an Automotive program to serve the Holbrook and Winslow area.

Mr. Robinson asked for a discussion on building an addition to the Blunk Health Science Center and how to address the cosmetology needs in Winslow.

Agenda Item 8: Board Report/Summary of Current and Upcoming Events

A list of upcoming events was provided in the agenda for Board Discussion.

Chair Laughter noted the Navajo Nation Economic Development Summit would be held in June and NPC has been invited to join a panel discussion during the event.

Agenda Item 9: Announcement of Next Regular Meeting

Regular District Governing Board meeting on Tuesday, June 20, 2023 at 10 a.m.

Agenda Item 10: Adjournment

*The meeting was adjourned at 12:10 p.m. upon a motion by Mr. Robinson and a second by Mr. Jouen. **The motion carried upon a roll-call vote with Mr. Jouen, Mr. Lucero, Mr. Robinson, and Chair Laughter voting in favor. There were no votes against.***



Respectfully submitted,



Paul Hempsey
Recording Secretary to the Board

Draft



CFO Designation Resolution Template

Instructions

A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf. The current year is the fiscal year the entity is operating in on July 31.

Community college district governing boards (boards) **must** use this resolution template to document their annual CFO designation and may not delegate the responsibility of designating the CFO.

Boards must present and act upon the resolution **annually** at a board meeting and must submit the signed resolution to our Office with the electronic [CFO designation form](#). This instructions page does not need to be presented or submitted. The template includes fillable text boxes to allow entities to add any needed wording to both the recitals and enactments sections. If additional wording is not needed, please delete the textbox. The standard wording portions of the template that are not fillable may not be removed from the document adopted by the board and submitted to our Office.

These instructions and the resolution template are not legal advice. As such, you may want to consider having your legal counsel review your resolution for accuracy and form.

If you have any questions, please contact our Accountability Services Division at (602) 977-2796 or email us at asd@azauditor.gov.

RESOLUTION NO. 4

A RESOLUTION OF THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 ANNUAL BUDGETED EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual budgeted expenditure limitation report (ABELR) on the governing body's behalf; and

WHEREAS, the Navajo County Community College District Governing Board desires to designate Maderia Ellison, as the College's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the ABELR.

ENACTMENTS:

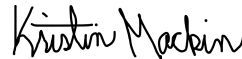
NOW THEREFORE BE IT RESOLVED BY THE NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Maderia Ellison is hereby designated as the College's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2024 ABELR to the Arizona Auditor General on the governing body's behalf.

PASSED AND ADOPTED by the Navajo County Community College District Governing Board, this 20th day of June, 2024 .

Approved as to form:



Kristine Laughter, Chairman

Kristin Mackin, College Legal Counsel

Request to Approve Board Member Travel

Recommendation:

Staff recommends approval for Board Member Leslie to travel for the Association of Community College Trustees (ACCT) annual Leadership Congress in Las Vegas, NV.

Summary:

Per Procedure 2036 – District Governing Board Travel “All travel for DGB members exceeding \$1000 must be approved by the DGB prior to travel.”

The ACCT Leadership Congress is the largest professional development opportunity for community college trustees, chief executives, and other thought and policy leaders. Board Secretary Robinson and President Hazelbaker are also expected to attend for Northland Pioneer College.

It is a time for community college leaders to share experiences and expertise, network with people from around the country and beyond, and expand knowledge of the community college sector. The event will feature nationally renowned keynote speakers, peer-to-peer and expert presentations designed to advance governance and student success.

The approximate cost to send a participant will be around \$2750.00 and money is available in the proposed 2023-24 budget.



Request to Accept Grant Funds – Northern Arizona Good Jobs Network

Recommendation:

Staff recommends accepting \$32,500 of grant funding from the Local First Arizona Foundation to participate in the Northern Arizona Good Jobs Network (NAGJN).

Summary:

The Northern Arizona Good Jobs Network (NAGJN) is a four-year project focused on developing a regional workforce training system across the five northern Arizona counties. The NAGJN project is based on the Good Jobs Challenge developed by the federal Economic Development Administration (EDA) and funded by the State of Arizona through American Rescue Plan Act (ARPA) dollars allocated to the state.

The first year of funding is being provided to support the college in dedicated staff time and resources to developing future phases of the project. The employment sectors identified as part of the project are construction, healthcare and social services, manufacturing and transportation, and retail and hospitality.

Staff will work with agencies and the other colleges across Northern Arizona to develop proposals and plans to create and implement industry-led training programs designed to provide skills for and connect unemployed or underemployed workers to existing and emerging job opportunities.



Request to Award Contract for Enterprise Resource Planning System

Recommendation:

Staff recommends approval to award a contract for the acquisition and implementation of an Enterprise Resource Planning (ERP) system to Anthology Inc. not to exceed \$7,353,462.

Procurement/Budget:

This project will be funded using NPC Unrestricted Fund Balance. Each year's software and implementation costs will be included in the annual capital budget.

Summary:

NPC partnered with Cochise College to issue a Request for Proposal (RFP) to jointly acquire and implement an Enterprise Resource Planning (ERP) system. Cochise College took the lead in issuing the RFP, which was issued on November 29, 2022 with proposals due February 3, 2023. Three bids were received, Anthology, Ellucian, and Zarr. An evaluation committee was formed with employees from both NPC and Cochise College. Anthology had the most favorable scores, with an average rating of 79.81 out of 100 points. The software cost will be paid over a period of 10 years. The implementation of the software is expected to be completed in 30 months so the implementation cost is expected to be paid over the same period. The Anthology Master Agreement, Order Form and Statement of Work (SOW) are attached.

There will be two additional costs that will come before the District Governing Board related to this project. One will be for an implementation partner, or consulting services to backfill staff time needed to work on this project. The second will be for a shared service agreement, which will provide ongoing support for our partnership with Cochise College and potentially other colleges in Arizona. These proposals are being developed and will be before the District Governing Board later this fall.



	NPC
Software Cost (per Order Form) - paid over 10 years	\$ 4,097,565
Implementation Cost (per SOW 2460080) - paid over 30 months	<u>\$ 2,710,610</u>
	\$ 6,808,175
Travel Expenses - estimate of 5%	\$ 135,531
Sales Taxes - estimate of 10%	<u>\$ 409,757</u>
	<u><u>\$ 7,353,462</u></u>



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

RFP 23 004 ERP
Evaluation Total Points Average Ratings

Criteria	Anthology				Ellucian				Zarr			
	Total	Average Rating	Avg CC	Avg NPC	Total	Average Rating	Avg CC	Avg NPC	Total	Average Rating	Avg CC	Avg NPC
1) Proposer's total Proposed price	326	20.38	18.67	22.57	335	20.94	20.44	21.57	214	13.38	12.89	14.00
2) Proposer's implementation strategy and pricing proposal	219	13.69	13.33	14.14	156	9.75	10.00	9.43	101	6.31	6.33	6.29
3) Proposer's qualifications and experience as demonstrated in response to RFP	367	22.94	22.56	23.43	320	20.00	20.11	19.86	166	10.38	9.44	11.57
4) The proposed product and service meet Colleges' needs, requirements, and time constraints/schedule	365	22.81	22.44	23.29	315	19.69	19.11	20.43	171	10.69	8.67	13.29
Subtotal - Item 1-4	1277	79.81	77.00	83.43	1126	70.38	69.67	71.29	652	40.75	37.33	45.14

Anthology Master Agreement for All Products and Services

The terms contained herein (the “**Master Agreement**”) and any accompanying Anthology ordering document (an “**Order Form**”), or the acceptance by Anthology of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement (“**Agreement**”) between **Northland Pioneer College District** (hereafter, “**Customer**” or “**you**”) and the Anthology entity listed in any Order Form (hereafter, “**we**”, “**us**” or “**Anthology**”), with respect to the products and/or services listed in any Order Form (“**Products and Services**”).¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term or perpetual basis (“**Software**”); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term (“**SaaS Services**”); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services (“**Support**”); (d) any professional services (“**Professional Services**”); (e) any managed hosting services, cloud hosting services or other hosting services (“**Hosting Services**”); (f) any hardware and/or firmware (“**Equipment**”); and (g) any student support services (“**Student Support Services**”).

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Anthology to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. With respect to Software, for the Term, or where a license is specified as “perpetual”, on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A “**Designated Configuration**” shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 Evaluation License. If Customer is provided an Evaluation License, Anthology grants you a limited, non-exclusive, non-transferable non-sublicensable license to install and use one (1) Evaluation copy of the Software, SaaS Services or Hosting Services, as applicable, (“**Evaluation License**”) subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

2.4 API License. If you are purchasing an application programming interface (“**API**”) license, other than a Learn API as defined below, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form. The API(s) are provided in the form of a web service that enables a “connection” into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.5 Authorized Users. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below (“**Authorized Users**”).

2.6 License Restrictions. You may not use the Software, Hosting Services, or SaaS Services beyond the usage, storage or other applicable limitations set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, Hosting Services, or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, Hosting Services, or Software except as expressly permitted by applicable law, rule or regulation (“**Law**”); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services, Hosting Services, or Software; (iv) use the SaaS Services, Hosting Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, Hosting Services, or Software; or (vi) use the SaaS Services, Hosting Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, Hosting Services, or Software are hosted (including where such use interferes with any other customer’s use thereof).

2.7 Delivery. Delivery shall be deemed complete when Anthology notifies you that you have the ability to access the Software, Hosting Services, or SaaS Services.

3. SUPPORT, SERVICE LEVEL AGREEMENTS, AND OVERAGES

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, or you exceed contract limits, such Support (or service level or overage rate, as applicable) will be provided as described in the Anthology Customer Support Services Guide (“**Services Guide**”), service level agreement, overages and/or specifications document located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB0g> and <https://www.anthology.com/agreements/anthology-client-support-services-guides> for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and, your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue, change, or deprecate the Products and Services or change or remove features or functionality of the Products and Services from time to time for any reason, but in such even we will notify you and, as Customer’s sole and exclusive remedy, Anthology shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. Subject to our commitments in the DPA referenced in Section 5 below, we may, in our sole discretion (i) reengineer our

¹ If you have previously purchased products and/or services with Anthology, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

network components or infrastructure and/or change locations where Products and Services are performed; (ii) perform our obligations through our subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the Products and Services.

4. PROPRIETARY RIGHTS

4.1. Customer Property. Customer Property is and shall remain your sole and exclusive property. **“Customer Property”** means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2. Anthology Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

4.3. Anthology Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as inciting violence, libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Anthology liability or reputational harm to Anthology, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials and social media unless and until you provide us a written request to discontinue such use.

4.7. DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the **“DMCA”**), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Anthology Inc., 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190, Email: GeneralCounsel@anthology.com, +1-202-303-9575.

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum (**“DPA”**) available at <https://www.anthology.com/agreements/dpa>. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect Customer Property, including Personal Information. The security measures applied to Customer Property are described in Annex B of the DPA.

7. PROFESSIONAL SERVICES

7.1. If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased, unless otherwise stated in a statement of work or other agreement between the parties. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

7.2. Policies. While on Customer's premises, our employees and subcontractors will comply with all reasonable security, conduct, and safety practices prescribed by Customer and applicable to Customer's own personnel to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Anthology, its employees or subcontractors.

7.3. Professional Services related to the EAE Software shall be governed by Section 16 below.

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2. Excess Use Fees. Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Anthology. Any failure by Anthology to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees. You agree to timely pay any invoice issued for overages pursuant to this Agreement.

8.3. Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4. Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5. Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. Anthology reserves the right to invoice for the value of the annual fees for any subsequent renewal period, even in the absence of an issued purchase order, where use of the Products and Services continue beyond the then-contracted term.

8.6. Out-of-Pocket Costs. Prices quoted for Products and Services do not include travel and out-of-pocket expenses. To the extent applicable, you shall reimburse us for our reasonable expenses, including, without limitation, costs of travel (air and cab fare, lodging, auto rental or local mileage, standard per diem, etc., based on M&I standard U.S. Government per diem rates, and subject to any other guidelines mutually agreed upon by both parties) and reasonable out-of-pocket costs for photocopying, overnight courier, long-distance telephone and the like (collectively, "Travel and Expenses"). We will maintain records of Travel and Expenses, and upon Customer's reasonable request, we will provide copies of hotel and airfare records.

9. TERM AND TERMINATION.

9.1. Term. The term ("Term") is defined in the applicable Order Form referencing the Agreement.

9.2. Termination for Breach. If either party materially breaches any obligation under the Agreement or a statement of work, the non-breaching party may terminate the Agreement or statement of work, whichever is applicable, in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, except for termination rights in this section and Section 9.3, the parties have no other right of early termination.

9.3. Anthology Termination. Anthology may terminate this Agreement immediately upon notice to Customer: (A) if Anthology's relationship with a third party who provides software or other technology Anthology uses to provide the Products and Services expires, terminates or requires Anthology to change the way it provides the software or other technology as part of the Products and Services; (B) if it is Anthology's good faith belief that providing the Products and Services could create a substantial economic or technical burden or material security risk for Anthology; (C) in order to comply with the law or requests from governmental entities; (D) if Anthology determines that the use of the Products and Services has become impractical or unfeasible for any legal or regulatory reason; or (E) if you materially breach the provisions of the license usage restrictions in the Agreement.

9.4. Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Anthology's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.5. Reserved Rights. Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services (a) becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected; (b) poses a security risk; (c) may subject Anthology or any third party to liability; or (d) is in violation of applicable law, court order, or administrative order. Anthology may also suspend Customer's right to access or use any portion of, or all of the Products and Services immediately upon notice to Customer if Customer is in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days.

9.6. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 16.4, 20.3, 21.7, 23.2, and 24.5 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1. By Anthology. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a

work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **“Software Error”** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us, if any (**“Documentation”**), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2. Australian Consumer Law. To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) (“Australian Consumer Law”). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form. Customer further warrants that that neither it, nor any of its officers, directors, employees, or shareholders have been designated as an Entity That is Subject to Economic Sanctions, and that no Product or Services supplied by Anthology will be supplied to or otherwise benefit an Entity That is Subject to Economic Sanctions. The term **“Entity That is Subject to Economic Sanctions”** includes, but is not limited to, an entity that has been designated as a Specially Designated National by the United States Department of the Treasury, Office of Foreign Assets Control, a party designated for sanctions by any other Department or Agency of the Government of the United States, and a party designated by the United States National Security Council. The provision of any Products or Services to an Entity That is Subject to Economic Sanctions or the designation of Customer, or any of its officers, directors, employees, or shareholders as an Entity That is Subject to Economic Sanctions, or the U.S. designation of the region in which Customer is located as an embargoed country or region (including as a **“Covered Region”** pursuant to Executive Order 14065), shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to this Agreement.

10.4. Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.9, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY’S LICENSORS’ BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.9, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY’S OR SUCH PARTY’S LICENSORS’ CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3. Essential Basis. The parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

11.4. Australia Consumer Law. To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OR EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

12. INDEMNITIES.

12.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a **“Customer Indemnitee”**) resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense

indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2. Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c).

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "Anthology Indemnitee") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Anthology Indemnitee. Anthology shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) – (d) above.

12.4. Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1. Confidential Information. "Confidential Information" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Anthology Property and all Customer Property.

13.2. Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1. Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2. Conflict Resolution. If there is any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules"). All arbitration proceedings will be conducted pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The applicable governing Law and place of the arbitration will be as follows: a) if you acquired the applicable Product or Service in North America or South America, the governing Law is New York unless you are located in the United States and you are legally required to be bound by the state in which you are domiciled, and in such case, the governing law shall be such state and the place of arbitration is Washington, D.C.; b) if you acquired the applicable Product or Service in the European Union, the Middle East, or Africa, the governing Law is The Netherlands and the place of arbitration is Amsterdam, The Netherlands; c) if you acquired the applicable Product or Service in the United Kingdom, the governing Law is England and Wales and the place of arbitration is London, England; d) if you acquired the applicable Product or Service in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; e) if you acquired the applicable Product or Service in India, the governing Law is India and the place of arbitration is Bangalore, India; and f) if you acquired the applicable Product or Service in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.

14.3. Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Anthology and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4. Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party

may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Anthology Inc., Attn: General Counsel, 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@anthology.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt. **Due to ongoing disruptions of the COVID-19 Pandemic, Anthology reserves the right to provide email Notice, with electronic delivery confirmation, to the current principal Customer contact. Actual receipt constitutes effective Notice as of the time of receipt.**

14.6. Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control ("Force Majeure Event"), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories or inability to obtain any export or import license or other authorization of any government authority. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

14.8. Relationship. Anthology and Customer are independent contracting parties. The Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

14.9. Non-Disparagement. You agree not to make any public statements about Anthology in a manner that could reasonably be perceived as negative, derogatory or detrimental to the brands, name, reputation or trademarks of Anthology or any Products and Services.

14.10. Promotional Materials. Anthology may use Customer's name on social media platforms and in marketing materials, press releases, and presentations to reference Customer's selection of Anthology and the Products and Services, the existence of an agreement with Anthology (without referencing detailed terms or pricing) and, when it occurs, Customer's Go-Live on the Products and Services.

14.11. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

14.12. Non-Solicitation. For any services rendered under this Agreement and for a period of one (1) year thereafter, you shall not directly or indirectly, hire or solicit, nor permit any of your affiliates or contractors to hire or solicit, the services of anyone who is an employee or contractor of Anthology or its affiliates or was an employee or contractor of Anthology or its affiliates in the six (6) months prior to any solicitation or hiring, without our prior written consent. In the event of a violation of this provision, we may seek preliminary and permanent injunctive relief, without posting bond. In our sole discretion, we may choose to require you to pay liquidated damages equal to 100% of the hired or solicited person's annual compensation. Upon the non-breaching Party's receipt of such payment, any related injunction shall be dissolved and the parties shall have no further obligations under this Section 14.12 for such breach. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to the our personnel.

14.13. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, or Services Guide, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. If a conflict arises between the terms of this Master Agreement and the provisions of a statement of work or Change Order, the Change Order and statement of work, as applicable, shall govern. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

15. BLACKBOARD LEARN™

15.1. Grant of License and Test Copies for Self-Hosted Software. Subject to your obligations under the Agreement, Anthology grants you a non-exclusive, non-transferable, non-sublicensable license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent. The Software may access, use or integrate Java Software. Such Java Software is licensed to you under the terms of Oracle's Standard Binary Code License Agreement currently found at: <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>.

15.2. Test Copies of Software or SaaS Services. Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

15.3. Grant of Learn API License. We grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access our public Learn-related API's ("Learn API"). The Learn API(s) are provided in the form of one of the following: a Building Block API, a REST API or a web service, that enables a "connection" into our servers. We will provide you with the information necessary to enable your use of the Learn API(s). You may not use or install the Learn API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Learn API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our Services.

15.4. Use Limitations. Your usage is limited by the number of Unique Users, FTE, Bandwidth and Storage set forth in the Order Form or the support terms of the Agreement. A "Unique User" (which shall also include Authorized User and User and Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Unique Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non Traditional Users"), provided, however, that Unique Users shall not include any third party commercial providers without our prior written approval. Your usage in terms of Unique Users is determined by counting each initial log-in by an individual user of the platform during each Measurement Period. An individual user of the platform will only be counted once during each Measurement Period, unless the individual user has multiple accounts, in which case the individual user will count as one Unique User per account logged into during the applicable Measurement Period. There shall be four (4) Measurement Periods during each annual contract period set forth in the Order Form. The first three Measurement Periods shall each equal 90 days. The fourth Measurement Period shall equal 95 days or 96 days if there are 366 days in an annual contract period. The number of Unique Users will be averaged over the four Measurement Periods to determine your Unique Users for the annual contract period. In the event your Unique Users for the annual contract period exceeds the amount set forth in your Order Form, we may invoice you for each additional Unique User over the amount set forth in your Order Form. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non Traditional Users provided, however, that Full time students shall not include any third party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. "Storage" means the average of the highest amount of storage utilization during each month of the respective annual contract period of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). Storage is only sold in whole TB allotments. Additional Unique Users, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Unique Users, FTE, or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fee. You agree to pay any invoice issued pursuant to this section for overages.

15.5. Government and Corporate Customers. Notwithstanding anything to the contrary in section 15.4, if you are a corporate or governmental entity, a Unique User (or Authorized User or User or Active User) shall include any individual who is your employee or an individual enrolled in a course provided by you or your corporate affiliate, as applicable. Your usage in terms of Unique Users is determined by counting the number of Unique Users accessing the Products and Services during an annual period of your Order Form.

15.6. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Anthology immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

16. ANTHOLOGY ENTERPRISE, ADMISSIONS, AND ENGAGEMENT

16.1 EAE Software. This section shall apply to the following Products and Services known as the Anthology Enterprise, Admissions, and Engagement Software ("EAE Software"): Anthology Student, Anthology Student International, Anthology Occupation Insight, Anthology Finance & HCM, Anthology Payroll, Anthology Student Verification, Anthology Reach, Anthology Succeed, Anthology Apply, and Anthology Raise.

16.2 Scope of Services. The Anthology SaaS Tiers located at <https://www.anthology.com/agreements/anthology-client-support-services-guides> specify the applicable services that are available as part of the Products and Services, subject to specific Products and Services and the SaaS Tier subscribed to by Customer.

16.3 Ancillary Programs. You are hereby granted rights to use the applicable third party software delivered with the Products and Services and any related documentation (“**Ancillary Programs**”), subject to all other limitations and conditions herein. To the extent available, we will pass through all warranties and remedies provided by such third party software provider. We reserve the right to replace Ancillary Programs with substantially similar products, at our expense. All license restrictions, Customer restrictions on uses, termination rights, Customer security, data privacy and applicable law compliance obligations, intellectual property protections, disclaimers and limitations herein shall apply to the Ancillary Programs. This Agreement does not grant any rights to copy, modify, or distribute the Ancillary Programs. Pursuant to the terms of our agreements with certain third party providers, the terms set forth at www.anthology.com/policy-docs/ancillary-programs are incorporated into and made a part of this Agreement, as applicable.

16.4 Third Party Products. The Products and Services require components of Third Party Products which may include Microsoft products. You represent and warrant that all of your computers and other devices accessing the Products and Services have and will maintain current licenses of all Third Party Products in compliance with their applicable licensing requirements. We are not responsible for the operation or suitability of any Third Party Product. You agree that any technical support related to any Third Party Product, but not directly related to the Products and Services, are not our responsibility. We may periodically revise the list of Third Party Products and recommend newer versions of a Third Party Product. You must have the current version of the Third Party Products as listed on the list of Third Party Products. You agree to hold harmless, indemnify, and defend, Anthology, its officers, directors, employees, contractors, affiliates, and sub-contractors from any license enforcement action(s), infringement suit(s), tort(s), demand(s), or judgment(s), including, without limitation, attorneys’ fees, expenses and all damages, resulting from your failure to maintain required software licenses for the Third Party Products or use of unlicensed software with the Products and Services. “**Third Party Products**” as used herein means any software application used by you that is not licensed by us to you as part of the Products and Services that you must have and must license in order to use the Products and Services. A list of Third Party Products can be found at www.anthology.com/policy-docs/third-party-products and also includes Azure Active Directory, which may be updated by us from time to time. Additional Third Party Products may be applicable to Anthology Student Verification.

16.5 Dynamics. Each of Anthology Finance & HCM; Anthology Payroll; Anthology Raise; and Anthology Reach are combined solutions developed in conjunction with Microsoft Corporation (“**Microsoft**”) and includes the resale by Anthology of Microsoft Dynamics 365 (“**Dynamics**”). Your subscription for Anthology Raise includes Dynamics and we are reselling Dynamics to you. You agree that your use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> (“**Microsoft Agreement**”). If you have purchased Anthology Finance & HCM; Anthology Payroll; Anthology Raise, and/or Anthology Reach, you hereby ratify the Microsoft Agreement and agree and acknowledge that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and you that may be enforced by Microsoft. You must remain in compliance with the Microsoft Agreement during the term of this Agreement. For the avoidance of doubt, the Microsoft Agreement governs the relationship between you and Microsoft. You acknowledge that we will be the primary administrator for Anthology Finance & HCM; Anthology Payroll; and/or Anthology Reach, as applicable. Notwithstanding anything to the contrary contained in the General Terms, to the extent Microsoft increases its pricing for Dynamics, Anthology may pass on such increase to Customer. You acknowledge and agree that your use of Dynamics is subject to certain entitlements and limitations, as set by Microsoft. These limitations and entitlements include, but are not limited to, a certain allocation of storage and users. If you exceed your respective limitations and/or entitlements and Microsoft charges us for your overages, you shall reimburse us for such charges. You agree to pay any invoice issued pursuant to the preceding sentence. You further agree to monitor your use of Dynamics regarding your entitlements and limitations through Microsoft. In the event you need additional entitlements, you agree to notify Anthology so that additional entitlements may be purchased. If you do not purchase additional entitlements once you have approached or exceeded your then-current limitations and/or entitlements, you acknowledge that you may not be able to access all features and functionality of the Products and Services and Anthology shall not be in breach of this Agreement.

16.6 Administration of Dynamics. The parties agree and acknowledge that your subscription of Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, will require Customer to deploy Dynamics in the Customer Tenant. In order for us to effect such deployment and provide access to you to Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, the following must occur: (i) we shall email your representative at the email address provided by you, a link that establishes us as a reseller of Dynamics into the Customer Tenant and, you must accept such link within five (5) business days of the date it is received; (ii) within five (5) business days of the date we are established as a reseller for you as described above, you must create an account in the Customer Tenant for us to administer Dynamics that grants our user a Dynamics 365 Administrator role (“**Administrative User**”) and you must maintain us as an Administrative User in an active status at all times during the Term; (iii) you must allow and continue our access as an Administrative User for the Term; provided, that in the event we do not have such access at any time during the Term, notwithstanding anything to the contrary contained in the Agreement, we shall not be responsible for your inability to access Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, and we shall have no liability to you (including without limitation for any Service Credits) and you agree to hold us harmless for any interruption of Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise arising from our inability to access the Customer Tenant; (iv) you acknowledge that we will continuously maintain the latest version of the Products and Services in the Customer Tenant and agree to permit us to deploy such updates, Upgrades and patches in the Customer Tenant at any time, including with minimal or no advance notice to you. We will make reasonable efforts to inform you ahead of time of any planned updates, Upgrades or patches; (v) you must maintain the Customer Tenant during the Term; and (vi) you must also designate a Global Administrator of the Customer Tenant to work with us and provide such contact information in writing to us promptly following such designation, or any change in such designation. You agree and acknowledge that notwithstanding the deployment of Dynamics in the Customer Tenant, you may only increase users specified in this Agreement in accordance with the Agreement and pursuant to an Addendum signed by the parties, and you may not increase users specified in the Agreement by procuring Dynamics licenses from any entity other than us. As used herein, “**Customer Tenant**” shall mean your Microsoft Azure Active Directory tenant.

16.7 Minimum Scope. At all times during the Term, you shall be obligated to pay for not less than the Record Count, Authorized Users and scope listed in the Order Form. We will bill you, and you shall promptly pay, for any additional Record Count, Authorized Users and scope. No adjustment in fees shall be made for any decrease in number of Record Count, Authorized Users, or scope. For purposes of this Agreement, your Record Count shall be calculated in accordance with the following: “**Full Time Equivalent**” or “**FTE**” defined as the total count of full time equivalent students enrolled with you as defined in your catalogue, which shall be calculated by adding (a) each student who has met or exceeded registration for the number of credits defined as full-time in your catalogue plus (b) the result of dividing (i) the total aggregate credits registered with you for any students with less than the defined number of credits for a full-time student by (ii) the number of credits constituting a full-time student, as defined in your catalogue. As used in this Section 26, “**Authorized User**” or “**User**” means the individuals concurrently logged in or the named users, as applicable, with

User IDs who are employed or contracted by you and authorized to access and use the Products and Services, subject to and in accordance with this Agreement.

16.8 Services Outside Scope. Any custom services provided outside the scope set forth in this Agreement, or specified in the Order Form will require an Addendum or statement of work (“SOW”), as applicable, subject to our requirements, including, without limitation, any billing, and technical requirements. Any changes in federal, state or local requirements, or any Customer specific requirements, including, without limitation, with respect to security or privacy, that result in us providing additional services or incurring costs, shall be billed to and promptly paid by you. We reserve the right to refuse to provide certain services in the event your requirements are not practicable or changes in law affect our performance of obligations hereunder.

16.9 Delay. Our ability to deliver the Products and Services depends upon your full and timely cooperation, dedication of skilled resources, as well as the accuracy and completeness of any information you provide. Notwithstanding anything herein to the contrary, in the event that failure of any of the foregoing or your delay or non-performance of any obligation under this Agreement causes a delay in our performance of our obligation hereunder which reasonably relies on your timely cooperation and performance, the period of time for our performance shall be extended proportionately, and additional costs may be incurred by you.

16.10 Single Sign-On Requirements. You agree that if required by your SaaS Tier, you will meet the requirements specified in <https://www.anthology.com/agreements/ssso> for single sign-on in order to be able to access the Products and Services.

16.11 Anthology Academy. You will receive a subscription to Anthology Academy, Essential Level, for the applicable Term. If You desire to subscribe to the Anthology Academy for the Enhanced or Enhanced Plus subscription level, you shall enter into a separate subscription agreement with us that will specify the descriptions of such levels and related fees.

16.12 Customer Relationship Manager. You will appoint a relationship manager to manage the relationship established by this Agreement (“Customer Relationship Manager”) who will:

(a) Coordinate and monitor your obligations under this Agreement, and serve as the primary liaison with the Anthology Relationship Manager;

(b) Provide communication on events such as requesting an increase in scope and reporting problems with the Products and Services;

(c) Manage your contact records in our ServiceDesk who shall receive outage and maintenance notifications.

16.13 Professional Services. The parties shall enter into a SOW, which terms shall apply along with the applicable terms of this Agreement, for Professional Services, which, for purposes of this Section, shall include implementation, integration and/or other services mutually agreed upon, as applicable.

i. Summary of Service. Unless otherwise stated, all work schedules of a relevant SOW shall be considered reasonably accurate estimates, subject to revision. We shall maintain daily time records of hours, a summary of which shall accompany invoices which are submitted to you. Our standard work days are Monday through Friday. All Professional Services provided by us during non-standard hours shall be governed by our Policy for Non-Standard Hours, which is posted at www.anthology.com/policy-docs/non-standard-business-hours. We shall not perform any Professional Services during non-standard hours, without your prior consent.

ii. Change Orders: Assumptions. Either Party may initiate a change to the SOW by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes. Both parties shall work together to identify any schedule or price increase resulting from the change. If the parties are mutually agreeable to any changes to the SOW, then they shall enter into a mutual written change order executed by officers of both parties (“Change Order”). You acknowledge that any additional changes to the assumptions in the SOW may affect time and/or costs.

iii. Fees. The SOW shall specify whether you shall pay (i) hourly rates, as set forth in the non-binding estimate of labor costs for Professional Services performed on a time and materials basis, or (ii) fixed fees. The standard hourly rates for Professional Services are set forth in the SOW. However, any rate increases during the period of performance of a SOW shall not increase the rates applicable to the Professional Services set forth in such SOW. If travel is required to perform the Professional Services, you shall pay our hourly rates for 50% of the total time spent on travel by our employees.

iv. Invoice. We shall invoice you for Professional Services as set forth in the SOW. Unless otherwise stated in writing, Professional Services and Travel and Expenses shall be invoiced and you shall pay us within thirty (30) days of the date of invoice.

v. Cancellations: Termination.

(a) You acknowledge that we allocate our resources to provide services to you. In the event you cancel any scheduled Professional Services with less than fifteen (15) business days prior written notice to us, and we cannot after using good faith efforts reallocate our resources, then you shall promptly pay us the amount of lost fees (based on the difference between the projected scheduled services for Customer and the fees actually received) and any out-of-pocket expenses actually incurred by us.

(b) Notwithstanding the foregoing, in the event of the termination by you of a fixed fee SOW for any reason, other than because of our uncured breach, you must pay us for the full amount of the fixed fee specified in the SOW.

(c) Notwithstanding the foregoing, any termination or cancellation shall have no effect on your obligation to pay the applicable fees and out-of-pocket expenses actually incurred by us for Professional Services that are rendered through the effective date of termination or cancellation.

vi. Progress Reports and Meetings. Each Party shall appoint a representative to act as its designated representative and liaison for the Professional Services being performed by us for you. Status review meetings or teleconferences may be held on a periodic basis as reasonably agreed upon by you and us, in order to review the status of Professional Services and to resolve any related issues. Each SOW and Change Order may provide for specific progress reporting.

We will dedicate personnel necessary to perform our responsibilities hereunder. We reserve the right to determine the personnel assigned to the Professional Services and to replace, rotate or reassign such personnel during the applicable Term.

16.14 Replacement of Anthology Personnel. Any personnel assigned by us to a Customer project may be temporarily replaced by us if such individual does not report to work due to illness, accident or other events outside of our control. You acknowledge and agree that there may be a reasonable amount of attrition outside of our control. Upon good cause and written notice to us, you may request that we replace any personnel who is assigned by us to a Customer project to perform Professional Services and we will consider the request and take commercially reasonable effort to promptly remedy the matter or replace such person (except in the case where the person has violated a material provision of your promulgated security or workplace policies then we shall promptly replace such person). If one of our personnel performing Professional Services is removed from a project then we will use commercially reasonable efforts to provide substitute personnel of appropriate qualifications subject to availability of such personnel.

16.15 Retention of Customer Data. Notwithstanding anything to the contrary in this Agreement, Anthology will retain Customer Data in an SFTP server for a 30 day period following the expiration or termination of this Agreement as it relates to the EAE Software so that Customer may, after Anthology's receipt of payment in full, extract Customer Data. Upon conclusion of such 30-day period, Anthology will disable Customer's access to the SFTP server and permanently erase the Customer Data. For purposes herein, "permanently erased" means the Customer Data has been completely overwritten and is unrecoverable. Customer shall pay Anthology its reasonable fees and expenses on a time and materials basis if Anthology assists Customer with the transition of the Customer Data to Customer.

16.16 Anthology Student Document Storage. Your document storage entitlement for Anthology Student is set forth in the SaaS Tiers referenced in section 16.2. Storage in excess of the applicable document storage limitation set forth in the SaaS Tiers is subject to additional fees and may be invoiced monthly by Anthology. You agree to pay any invoice issued pursuant to this section.

16.17 Anthology Student and Anthology Student International Reporting. Unless otherwise stated in an applicable SOW, you agree and acknowledge that Anthology Student International is not designed to generate reports or other deliverables to satisfy your obligations to any governmental body or regulatory agency. Unless otherwise allowed pursuant to a SOW entered into by the parties, if you use Anthology Student International or any data contained therein to satisfy any of your obligations to any governmental body or regulatory agency, you hereby release us of any liability and for any losses, damages, fines, or penalties you may incur as a result of your use of Anthology Student International or the data contained therein. For reports generated by Anthology Student, you are responsible for configuring your account and maintaining the applicable records so that the reports generated by Anthology Student are accurate. You agree and acknowledge that Anthology Student may not generate reports that comply with your specific obligations to any governmental body or regulatory agency, and you are responsible for ensuring that your reports comply with all your applicable reporting obligations. You hereby release us of any liability and for any losses, damages, fines, or penalties you may incur as a result of your use of Anthology Student to generate reports you use to comply with your obligations to any governmental body or regulatory agency.

16.18 Definitions. As it pertains to Anthology Student Verification only, "Authorized User" means Customer's employees, agents and other representatives and/or "Active" students. ("Active" means each Customer's student who (a) establishes a student user account (or on whose behalf a student user account is established) in the Anthology Student Verification solution and (b) completes through the Anthology Student Verification solution any enrollment agreement required by Customer). As it is used with respect to the EAE Software, "Go-Live" means Customer's first use of the EAE Software in a Production Environment. "Non-production Environment" means any testing, training, and other non-production, non-live environments. Non-production Environments are: (i) only available during Normal Working Hours; (ii) accessible to a limited number of Users; and (iii) not entitled all services that Customer's Production Environments receive. "Production Environment" means the specific environments including hardware, software, and database instance, which are exclusively used as the single authoritative and live system Customer uses for transactional processing. Production Environment excludes any and all testing, training, and other non-production, non-live application or environments. "Campus" means a unique identification code used for each Record Count group contained in a database.

17. CAMPUS EFFECTIVENESS

17.1 CES Software. This Section shall apply to the following Products and Services known as the Anthology Campus Effectiveness Software ("**CES Software**"): Anthology Engage, Anthology Milestone, Anthology Academic Economics, Anthology Beacon, Anthology Accreditation, Anthology Planning, Anthology Program Review, Anthology Portfolio, Anthology Course Evaluations, Anthology Insight, Anthology Baseline, and Anthology Outcomes.

17.2 Your Use. The Products and Services may only be used for lawful purposes, and any posting or transmission of data or other use of the Products and Services in violation of any applicable state, federal or other law is strictly prohibited. Your Authorized Users may use the Products and Services only to access your own data and to fulfill your internal information processing needs. You may not use the Products and Services to process the data of a third party. You are responsible for all activities that occur under your accounts and the Authorized User accounts. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of any Customer Property; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Products and Services, and notify us promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications programs necessary to connect to the Products and Services and to download, print and otherwise process data delivered by the Products and Services, and (iv) comply with all applicable local, state, federal, and foreign laws in using the Products and Services. You hereby acknowledge and understand that the Products and Services are not configured to directly or indirectly receive and store Customer Property, or any other information, relating to: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and Individual Taxpayer Identification Numbers; (b) unauthorized third party content; or (c) personal health information ("**PHI**"), and that we are neither a "Covered Entity" nor a "Business Associate," as those terms are defined in Health Insurance Portability and Accountability Act ("**HIPAA**"). You agree that we may terminate this Order Form immediately, if you are found to be in violation of any part of this provision. You shall not use the Products and Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; or (iv) interfere with or disrupt the integrity or performance of the Products and Services or the data contained therein. WE SHALL NOT BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CUSTOMER PROPERTY, AND OTHER INFORMATION PROVIDED.

17.3 Additional Programs. During the Term, you will have access to technical support and support programs ("**Standard Programs**"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates. Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("**Additional Programs**"), unless otherwise specified in the Order Form, will be charged to you as fees for such Additional Programs. In cases where requests made by you are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to you for approval before any fees are incurred.

17.4 External Third Party Technology. During the Term, you may choose to leverage technical platforms, tools and support from independent third parties to enhance the Program(s), such as offerings from Apple, Palm, Meta, and others (the "**Third Parties**"). In these cases, certain information provided by you to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective Terms of Programs of such Third Parties and may be governed under these

separate agreements. We are independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain your sole risk and responsibility and we disclaim any and all responsibility or liability in connection therewith.

17.5 You acknowledge that we have the right to use non-personally identifiable Customer Property and Authorized User information for purposes of monitoring and supplementing the use of the Products and Services in an aggregate de-identified manner (“De-Identified Data”). We reserve the right to use De-Identified Data to: (i) compile statistical and performance information related to the provision and operation of the Products and Services, and (ii) make such information available to use and to supplement the Products and Services. We retain all intellectual property rights in the De-Identified Data and such data shall be deemed as our Confidential and Proprietary Information.

17.6 Retention of Customer Data. Notwithstanding anything to the contrary in this Agreement, upon termination or expiration of the Agreement, Anthology shall destroy all Customer Data and Confidential Information within thirty (30) days of the following quarter, after termination or expiration from Anthology’s main server. Data deletion shall not apply to the extent: (i) Anthology is required by applicable law to retain some or all of the Customer Data; or (ii) Customer Data archival and back-up files except in line with Anthology’s data deletion schedule, as permitted under Applicable Data Privacy Laws.

17.7 Technical Support. During the Term, live phone support is available via (716) 270-0000, 8 a.m. – 8 p.m. (ET) M-F. Email support is available via support@campuslabs.com, 8 a.m. - 8 p.m. (ET) M-F. Live chat support is available via support.campuslabs.com 9 a.m.- 5 p.m. (ET) M-F. Live support will not be available on federal holidays in the United States.

17.8 Definitions. As used in this Section, “Authorized User” shall mean your employees, representatives, consultants, contractors, volunteers, student, or agents who are authorized to use the Products and Services through user identification and passwords supplied by you (or by us at your direction).

18. BLACKBOARD SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

Third-Party Services. You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the “Third-Party Services”). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard/Anthology. Blackboard/Anthology makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

19. BLACKBOARD MOBILE APPLICATIONS

Anthology provides software (“**Mobile Software**”) to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Personal Information on your behalf, which is governed by the Agreement. Anthology makes no representation regarding the availability of third-party application stores or the Mobile Software’s compatibility with mobile devices.

20. BLACKBOARD SMARTVIEW™

20.1. Authorized Users. Your Authorized Users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current faculty and staff. In addition, if specified on the applicable Order Form, your current and prospective students may access the Self-Help portal of the Product and Service.

20.2. Representations and Obligations. You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Personal Information, in connection with your use of SmartView; (b) you will not store any Personal Information within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; (d) in order to facilitate a reasonable method for us to obtain timely and automated access to institutional data, upon the Effective Date, your student information system (SIS) shall be integrated with SmartView, and depending on the scope of services, your learning management system (LMS) system and customer relationship management (CRM) system, may be integrated with SmartView; and (e) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

20.3. Remedies and Disclaimers. You acknowledge that: (a) you are solely responsible for the accuracy of Personal Information or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the content in the KnowledgeBase every twelve (12) months. Anthology will not be held to any penalties associated with missed One Stop or Help Desk Service Level Agreements during any period where the KnowledgeBase has not been updated in the past twelve (12) months; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Anthology shall have no liability associated with the guidance or advice provided to Students by such Authorized Users. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to defend, indemnify and hold us harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys’ fees) in connection with any claim or action that arises from the guidance or advice provided to Students using the Product and Service.

20.4. Additional Fees. In the event you do not integrate your system with SmartView as outlined in Section 22.2(d) above, Anthology shall invoice you at the following specifications: for One Stop Services and Help Desk, you will be billed at the Premium Solution rate for the period of time that SmartView is not integrated with your systems; for Help Desk Services: (1) for per minute-based pricing models, we may charge you an additional 25% per minute; and (2) for per incident-based pricing models, we may charge you an additional 25% per incident. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

21. BLACKBOARD STUDENT SUPPORT SERVICES

21.1. Types and Estimates of Student Support Services. The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of annual Inbound Interactions, monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. If these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period as outlined in the Statement of Work. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates) and update the Order Form accordingly.

21.1.1. Inbound Interactions. You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate, plus a premium, as outlined in the Statement of Work. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

21.1.2. Live Outbound Interactions. If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

21.2. Provision of Service Desk Infrastructure. We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("**Service Desk Infrastructure**") to Authorized Users designated by you who will become familiar with the Service Desk Infrastructure and work with the Anthology Service Desk on your behalf to provide the Student Support Services ("**Authorized Customer Support Users**") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("**Authorized Users**").

21.3. Implementation. We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with a customer service manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

21.4. Availability. We shall use commercially reasonable efforts to make the Service Desk Infrastructure available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

21.5. Your Responsibilities. These responsibilities are essential to our achievement of service levels for you.

21.5.1. Access. You agree to provide us with any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

21.5.2. Cooperation. You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, workflow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

21.5.3. Usage Limitations. You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

21.6. Authorized Users. You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized Users, (ii) the email addresses and/or phone numbers of Authorized Users, (iii) student demographic information, and (iv) headcount data.

21.7. Representations and Indemnity. If you request that we contact any Authorized User or other person on your behalf ("**Recipient**"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

21.8. Changes and Oral Instructions. You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

21.9. Added Definitions.

21.9.1. "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

21.9.2. "Inbound Interaction" means a single inbound Support Request from an Authorized User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

21.9.3. "Outbound Interaction" means an outbound interaction between the Service Desk and an Authorized User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a \Anthology Service Desk member and an Authorized User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

21.9.4. "Service Desk" means our personnel that provide Student Support Services to Authorized Users under this Section 24.

21.9.5. "Support Request" means a request for assistance received by \Anthology 's Service Desk and/or Service Desk Infrastructure from an Authorized User, such as any answered phone call, answered email, or answered chat.

21.9.6. "Self-Service Incident" means students getting the information that they need using self-service technologies.

21.10. Travel. You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services, unless stated otherwise. In the event that you choose to cancel a scheduled on-site visit within two (2) weeks of the scheduled event, \Anthology may invoice you for associated travel change fees.

21.11. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

22. ANTHOLOGY ALLY

22.1. Grant of License. With respect to the Anthology Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicensable, license to access and use the Anthology Ally service made available by Anthology.

22.2. No advice. We do not guarantee that the use of the Anthology Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Anthology Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

23. BLACKBOARD MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

23.1. Marketing Services: Ownership of Marketing Deliverables. Marketing creative deliverables that are created or developed by Anthology specifically for you pursuant to a Anthology marketing services Statement of Work ("Marketing SOW"), including all marketing and media plans, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("Customer Marketing Deliverables") shall be owned by you. You hereby license the Customer Marketing Deliverables to Anthology during the Term of the Agreement solely to permit Anthology to carry out its obligations under this Agreement and any associated Marketing SOW's. To the extent that any deliverable created under a Marketing SOW includes Anthology intellectual property, Blackboard/Anthology hereby licenses such Anthology intellectual property to Customer for use solely as part of such deliverable. Such license shall survive expiration of the relevant Marketing SOW. Customer agrees that Anthology shall have no obligation to host any of the deliverables under a Marketing SOW following the termination of such Marketing SOW.

23.2. Enrollment Services: Representations and Indemnity. If you request that we contact any prospective student, Authorized User, or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Enrollment Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such

third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

24. ENCOMPASS

24.1 You shall provide us with all text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "**Encompass Content**") that you consider necessary for the design, development, and support of the products and Services. Subject to your approval, we may adapt, modify, add to, translate, manipulate, restructure, and reformat the Encompass Content as necessary to create, modify, and maintain the Products and Services. You shall have sole responsibility for securing any necessary rights or permissions from any third party for any Encompass Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Encompass Content, provided such items and/or materials are not available in the public domain, shall be your exclusive property. Your Encompass Content rights do not include any rights to our servers, facilities, or property. In addition to Encompass Content as provided above, all transactional data and other member or user information received by or collected from the Products and Services shall be your property. We may monitor use of the Products and Services and use Customer Property in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Products and Services, and may make such information available to use and to supplement the Products and Services, provided that such information does not incorporate Customer Property or identify your Confidential Information. We retain all intellectual property rights in such information. **YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT AND OTHER DATA AND INFORMATION PROVIDED TO US OR RECEIVED BY OR COLLECTED FROM THE PRODUCTS AND SERVICES. IN ADDITION, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF OUR WEB SERVICES OPTION TO OBTAIN, MANIPULATE AND/OR STORE SUCH CONTENT, DATA, AND INFORMATION. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, DATA AND INFORMATION, OR YOUR USE OF OUR WEB SERVICES OPTION.**

24.2 You acknowledge that, in providing the Products and Services, we utilize (i) our name, logo, domain name, and the product and service names associated with the Products and Services, and (ii) other technology, software, equipment, products, processes, algorithms, methods of doing business, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information, including any pre-existing or independently developed materials (collectively, "**Encompass Property**"). We are the exclusive owner of all Encompass Property. We shall also retain title to any work product developed or created for you by us pursuant to Professional Services performed in connection with the Products and Services. We grant to you a non-exclusive, royalty free license to use such work product solely in connection with your use of the Products and Services during the Term. We shall not be restricted in the manner we use the work product or any ideas, concepts, knowhow, techniques or procedures acquired or used by us in the performance of the Professional services, provided, however, that we shall only use your content and Confidential Information to provide the Products and Services under the Agreement.

24.3 You expressly agree that (i) you will not, under any circumstances, upload or transmit to the Product and Services any Sensitive Customer Data or other information as defined below; and (B) the Products and Services are not configured to receive, store, or transmit, directly or indirectly, any Sensitive Customer Data or other information as defined below. As used herein, Sensitive Customer Data or other information consists of (i) any information subject to FERPA, (including any information pertaining to student enrollment, detailed education and academic records); (ii) any government issued identifications, including, but not limited to, Social Security Numbers and Individual Taxpayer Identification Numbers; (iii) any information that constitutes protected health information ("**PHI**") as defined under the HIPAA, or (iv) any unauthorized third party content. You further acknowledge and agree that that we are neither a "Covered Entity" nor a "Business Associate" under HIPAA. You agrees that we may terminate this Agreement immediately, if you are found to be in violation of any part of this provision.

24.4 You are restricted from engaging with third parties/contractors to develop any interfaces, training materials, or derivative works related to the Products or Services or Blackboard/Anthology Property without our expressed written permission. If granted permission, you shall ensure that any such third-party/contractors contracted by us be expressly bound by section 13 of this Agreement. Furthermore, such contracted third parties/contractors are restricted from creating commercially-available products and from profiting in any way from any work related to the Products and Services that may have been performed for you, without our expressed prior written permission.

24.5 You shall indemnify, defend and hold harmless us and our affiliates and licensors, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based on your use of our Web Services option to obtain, manipulate and/or store content or any other data.

24.6 Technical Support. During the Term, email support is available via customersupport@imodules.com.

Agreed to and accepted by:

Customer: Northland Pioneer College District Signature: Name: Title: Date:

Anthology Inc. Signature: Name: Michael Pohorylo Title: Deputy General Counsel Date:

Statement of Work No. 2460080

Section 1. Introduction

This STATEMENT OF WORK (“SOW”) identifies the scope of services, deliverables, and payment arrangements between **Anthology Inc.** (“Anthology”) and **Cochise County Community College District (“Cochise”)** and **Navajo County Community College District (“Navajo”)** (Cochise and Navajo collectively, “Customer”), and is subject to the terms and conditions of the Master Agreement executed between Anthology and Cochise dated _____ (“Agreement”). The terms and conditions in this SOW shall be in addition to all terms contained in the Agreement, which shall continue in full force and effect. This SOW shall control over any conflicting terms, conditions, or pricing in the Agreement. Navajo hereby agrees to be subject to the Agreement for purposes of this SOW. This SOW will become effective by Customer submitting to Anthology its signature on this SOW and Anthology’s signature and acceptance thereafter (“Effective Date”). Anthology shall have no obligation to perform services prior to such time. Capitalized terms not defined herein shall have the meaning assigned in the Agreement.

Cochise and Navajo are simultaneously implementing the Anthology Software pursuant to this SOW. For avoidance of doubt, anything in this SOW requiring any act by Customer means that both Cochise and Navajo must complete such act, unless otherwise instructed in writing by Anthology. The failure by either Cochise or Navajo to complete a required act may constitute a breach of this SOW and may cause delay.

Section 2. Period of Performance

The period of performance for this engagement will commence following the Effective Date of this SOW and will continue until all services are performed or this SOW terminates in accordance with the Agreement. Any modifications or extensions will be subject to the terms, conditions, or pricing of a Change Order or new Statement of Work.

Section 3. Anthology Solutions to be Implemented and Additional Services

A. Anthology Solutions

Pursuant to this SOW, implementation will consist of the following solutions for the business processes as defined within Appendix A of this SOW (“Business Processes”):

- Anthology Student™ (f/k/a CampusNexus® Student)
- Anthology Reach™ (f/k/a CampusNexus® Engage)
- Anthology Apply™ (f/k/a CampusNexus® Apply)
- Anthology Succeed™ (f/k/a CampusNexus® Succeed)
- Anthology Finance & HCM™ (f/k/a CampusNexus® Finance and HR). The implementation will consist of:
 - Configuration of up to two (2) legal entities located in the United States (US)
 - A legal entity is an organization that is identified through registration with a legal authority. Legal entities can enter into contracts and are required to prepare statements that report on their performance.
 - Base currency is USD.
 - Base country localizations: US.
- Anthology Payroll™ (f/k/a CampusNexus® Payroll)
- Anthology Analytics™ (f/k/a CampusNexus® Analytics).
- Anthology Engage™, as defined in Appendix C of this SOW.
- Anthology Milestone™, as defined in Appendix D of this SOW.
- Anthology Occupation Insight™ (f/k/a CampusNexus® Occupation Insight). The implementation will consist of:
 - Deployment of labor market data reports that are part of the generally available release of Anthology Occupation Insight as of the Effective Date and that are not dependent on nor utilize institution specific data.
 - Deployment of labor market data reports that are part of the generally available release of

Anthology Occupation Insight as of the Effective Date and that are dependent on and utilize institution specific data. After deployment, Customer’s institution specific data will be pushed on a nightly basis from Anthology Student.

- Anthology Student Verification™. The implementation will consist of:
 - Student and Staff experience portal training
 - Best practice workflow
 - Data file layouts and FTP set up
 - Campus Administration
 - User Administration
 - Document Management
 - ISIR Requirement Administration
 - Site Administration
 - SMS-Text messaging
 - Configuration of SMS with Twilio
 - Anthology Cloud Integration and Mailbox Manager
 - Single-Sign On (SSO)
 - Configuration of SSO from Portal supporting SAML, CAS, and AD ID

This is an inclusive list of all Anthology software solutions that will be implemented within the scope of this SOW and will be referenced in this SOW as “Anthology Solutions.” The Anthology Solutions may also be referenced singly or in groups.

Customer understands that the scope of the implementation and configuration is limited to only the Anthology Solution modules specified in this SOW, regardless of whether Customer has purchased any licenses for other solution modules from Anthology.

B. Additional Services

Pursuant to this SOW, Anthology will provide technical services as defined within Appendix B of this SOW (the “Technical Services”).

Section 4. Project Schedule

The exact timeframes for service delivery will be dependent upon the availability of Anthology and Customer resources. Customer and Anthology will coordinate the mutually agreed start date.

Section 5. Implementation

Pursuant to this SOW, the following are the activities (each an “Activity” and collectively “Activities”) and Deliverables/actions that will be occurring to implement the Business Processes. Activities and related Deliverables are described below. Anthology and Customer’s responsibilities for such Deliverables are subject to the description of the related Activity.

A. Implementation Phases and Descriptions

I. Plan Phase

During the Plan Phase, Anthology will familiarize Customer with the implementation phases and descriptions, establish project teams, and set up a governance structure. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
Project Tracking Site (PTS)	Action: Anthology will create a project tracking site that serves as the primary collaboration tool	Action: Customer will leverage the PTS for all project information and documentation.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	<p>and document repository where all deliverables and other key information about the project is shared.</p> <p>Deliverable: Project Tracking Site (PTS) including RAID Log, Change Log, Document Repository, Status Reports, Budget Reports, Executive Update Reports</p>	<p>Deliverable: Post Project information and documentation to PTS</p>
Onboarding	<p>Action: Anthology will provide Customer an onboarding checklist and access to the Onboarding Hub.</p> <p>Deliverable: Onboarding Checklist, Onboarding Guide, and Onboarding Hub</p>	<p>Action: Customer will complete onboarding activities and training as outlined in the Onboarding Hub.</p> <p>Deliverable: Complete onboarding activities and training as outlined in the Onboarding Checklist and the Onboarding Hub.</p>
Project Resourcing and Governance	<p>Action: Anthology will assign and document project team members and provide recommended governance structure.</p> <p>Deliverable: Project Team List, Customer Onboarding Guide, Project Management Plan</p>	<p>Action: Customer will assign project team members and document in the Onboarding Hub.</p> <p>Deliverable: Project Team List</p> <p>Action: Customer will establish and document its project governance structure.</p> <p>Deliverable: Project Management Plan</p>
Project Management Plan Development	<p>Action: Anthology will provide input into the development of the Project Management Plan.</p> <p>Deliverable: Project Management Plan.</p>	<p>Action: Customer will provide input into the development of the Project Management Plan.</p> <p>Deliverable: Approve Project Management Plan.</p>
Project Schedule Baseline	<p>Action: Anthology will collaborate with Customer to create a project schedule baseline</p> <p>Deliverable: Project Schedule Baseline</p>	<p>Action: Customer will provide input into the project schedule baseline.</p> <p>Deliverable: Approve Project Schedule Baseline.</p>
Anthology Solutions Overview(s)	<p>Action: Anthology will provide an overview/demo of the Anthology Solutions in scope.</p> <p>Deliverable: Anthology</p>	<p>Action: Customer will attend Solutions Overview session.</p> <p>Deliverable: Customer's attendance to the Solutions Overview session(s)</p>

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	Solutions Overview(s)	
Technical and Integration Strategy	<p>Action: Anthology will provide an overview of technical and integration architecture of the Anthology Solutions in scope.</p> <p>Deliverable: Technical and Integration Strategy agenda and meeting.</p>	<p>Action: Customer will ensure key stakeholders are included in strategy meetings for in-scope Anthology Solutions.</p> <p>Deliverable: Customer's attendance to the Technical and Integration meeting.</p>
Testing Strategy	<p>Action: Anthology will provide an overview of testing best practices.</p> <p>Deliverable: Testing Strategy Document.</p>	<p>Action: Customer will begin planning for testing, participate in testing strategy discussion(s), and customizing their Test Plan based on the discussions from the testing strategy discussion(s).</p> <p>Deliverable: Testing Strategy Document.</p>
Training Strategy	<p>Action: Anthology will provide an overview of training best practices.</p> <p>Deliverable: Training Strategy Document.</p>	<p>Action: Customer will begin planning for training, participate in training strategy discussion(s), and customizing their Training Plan based on the discussions from the training strategy discussion(s).</p> <p>Deliverable: Training Strategy Document.</p>
Project Kick-off	<p>Action: Anthology will conduct project kick-off.</p> <p>Deliverable: Project Kick-off agenda and meeting.</p>	<p>Action: Customer will ensure appropriate participation for project kick-off.</p> <p>Deliverable: Customer's attendance to the Project Kick-off meeting.</p>
Pre-Discovery Requirements	<p>Action: Anthology will provide guidance on how to begin compiling documentation needed for solution discovery sessions.</p> <p>Deliverable: Pre-Discovery Documentation Templates</p>	<p>Action: Customer will begin gathering pre-discovery requirements.</p> <p>Deliverable: Complete Pre-Discovery Documentation.</p>
Authorization to Proceed	<p>Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase.</p> <p>Deliverable: Authorization to Proceed meeting and document</p>	<p>Action: Customer will review and approve Authorization to Proceed Checklist.</p> <p>Deliverable: Approve Authorization to Proceed document</p>

II. Design Phase

During the Design Phase, Anthology will collaborate jointly with Customer to evaluate current business processes, current state architecture, and future state architecture. Anthology will provide Customer with recommendations in conjunction with the best practices associated with the Anthology Solutions for the Business Processes to be implemented. During this phase, Anthology and Customer will engage in the following Activities and product the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
Solution Discovery Sessions	<p>Action: Anthology will facilitate solution discovery sessions with Customer to evaluate current business processes, current state architecture, and future state architecture. Anthology will provide best practice recommendations based on the in-scope Business Processes.</p> <p>Deliverable: Business Process Recommendations and Enterprise Architecture Landscape Documentation.</p>	<p>Action: Customer will actively participate in solution discovery sessions, review deliverables, provide feedback, and accept the Solution Design Documentation.</p> <p>Deliverable: Contribute feedback and provide information/documentation during Solution Discovery sessions.</p>
Data Discovery	<p>Action: Anthology will partner with Customer to define migration plan for Customer data.</p> <p>Deliverable: Data Migration Templates/Workbooks</p>	<p>Action: Customer will actively participate in data migration discovery discussion(s).</p> <p>Deliverable: Populate Data Migration Templates/Workbooks</p>
Integration Planning	<p>Action: Anthology will review all identified integrations and provide a requirements document and timeline for each integration.</p> <p>Deliverable: Integration Requirements Documentation</p>	<p>Action: Customer will actively participate in integration discovery, review, validate, and approve integration requirements documentation.</p> <p>Deliverable: Approve Integration Requirements Documentation</p>
Initial Data Extraction	<p>Action: Anthology will lead Customer through the process to extract data from the legacy system(s).</p> <p>Deliverable: Legacy Data Extracts</p>	<p>Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s).</p> <p>Deliverable: Legacy Data System(s) access and SMEs to work on data extraction.</p>
Project Schedule Review and Validation	<p>Action: Anthology will review the project schedule on an ongoing basis and update as required.</p> <p>Deliverable: Project schedule revisions as</p>	<p>Action: Customer will participate in schedule reviews and provide feedback on revisions.</p> <p>Deliverable: Approve project schedule revisions as needed.</p>

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	needed.	
Authorization to Proceed	<p>Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase.</p> <p>Deliverable: Authorization to Proceed meeting and document</p>	<p>Action: Customer will review and approve Authorization to Proceed Checklist.</p> <p>Deliverable: Approve Authorization to Proceed document</p>

III. Build Phase

During the Build Phase, Anthology and Customer will work jointly to configure the Anthology Solutions to support the functional and technical components of the Solution Design Documentation. Anthology and Customer will jointly perform iterative data extractions and data loads to migrate and validate Customer data. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
Configuration	<p>Action: With Customer collaboration, Anthology will develop and provide Configuration Workbooks/Documentation based on the Solution Design Documentation.</p> <p>Deliverable: Configuration Workbooks/Documentation</p>	<p>Action: Customer will provide support in creation of Configuration Workbooks/Documentation.</p> <p>Action: Customer will work with Anthology to configure in-scope Anthology Solutions based on the Solution Design Documentation.</p> <p>Deliverable: Approve Configuration Workbooks/Documentation</p>
Configuration Demos/Validation	<p>Action: Anthology will review configuration by business process with Customer</p> <p>Deliverable: Walkthrough of Anthology Solutions configuration by business process</p>	<p>Action: Customer will validate configuration of Anthology Solutions by business process.</p> <p>Deliverable: Customer's participation in the configuration review sessions and validation of Anthology Solutions configuration by business process</p>
Test Case/Script Development	<p>Action: Anthology will provide guidance to Customer on developing test case/scripts.</p> <p>Deliverable: Test Case and Test Script Templates</p>	<p>Action: Customer will develop test case/scripts to validate its configuration based on Solution Design Documentation.</p> <p>Deliverable: Test Case and Test Scripts</p>
Configuration Audit	<p>Action: Anthology will complete a configuration review prior to beginning testing.</p>	<p>Action: No action required from Customer for this task.</p>
Data Extract, Transform, and Load (ETL)	<p>Action: Anthology will jointly collaborate with Customer to perform extractions of</p>	<p>Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with</p>

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	<p>Customer data from legacy system(s) and load legacy data into the Anthology Solutions.</p> <p>Deliverable: One (1) ETL into the Anthology Solutions.</p>	<p>Anthology on extracting data from legacy system(s) and loading into Anthology Solutions</p> <p>Deliverable: Legacy Data System(s) access and SMEs</p>
Data Validation	<p>Action: Anthology will pre-validate data and advise Customer on resolving discrepancies</p> <p>Deliverable: Data validation tool</p>	<p>Action: Customer will verify data and work with Anthology to resolve discrepancies</p> <p>Deliverable: Customer will approve the completion of data validation prior to next data load as further defined in Section 5B of this SOW</p>
Project Schedule Review and Validation	<p>Action: Anthology will review the project schedule on an ongoing basis and update as required.</p> <p>Deliverable: Project schedule revisions as needed.</p>	<p>Action: Customer will participate in schedule reviews and provide feedback on revisions.</p> <p>Deliverable: Approve project schedule revisions as needed.</p>
Authorization to Proceed	<p>Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase.</p> <p>Deliverable: Authorization to Proceed meeting and document</p>	<p>Action: Customer will review and approve Authorization to Proceed Checklist.</p> <p>Deliverable: Approve Authorization to Proceed document</p>

IV. Test Phase

During the Test Phase, Customer and Anthology will evaluate the Anthology Solutions end-to-end. It consists of final user acceptance testing to validate the data in the Anthology Solutions including configuration, reports, business processes, and integrations. The culmination of this phase is the Go/No-Go decision meeting where Customer and Anthology mutually decide if the Anthology Solutions are ready to go live. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
Data Extract, Transform, and Load (ETLs)	<p>Action: Anthology will jointly collaborate with Customer to perform extractions of Customer data from legacy system(s) and load legacy data into the Anthology Solutions.</p> <p>Deliverable: Up to four (4) ETLs into the Anthology Solutions.</p>	<p>Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s) and loading into Anthology Solutions.</p> <p>Deliverable: Legacy Data System(s) access and SMEs</p>
Data Validation	<p>Action: Anthology will pre-validate data and advise Customer on resolving discrepancies.</p>	<p>Action: Customer will verify data and work with Anthology to resolve discrepancies.</p> <p>Deliverable: Customer will approve</p>

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	Deliverable: Data validation tool	the completion of data validation prior to next data load as further defined in Section 5B of this SOW.
User Acceptance Testing	Action: Anthology will guide Customer through testing configuration for single business processes, end-to-end processes, reports, and integrations. Deliverable: Testing tool(s) and test cases/scripts.	Action: Customer will validate the Anthology Solutions through use of prescribed tests cases as outlined in the mutually agreed upon project plan. Delays in testing may impact the overall scope and be subject to the Change Order Process. Deliverable: Customer develops test cases/scripts and performs User Acceptance Testing in provided testing tool(s).
Go/No-Go Meeting	Action: Anthology will facilitate a meeting to advise on their recommendation for moving forward to deployment. Deliverable: Go/No-Go meeting	Action: Customer will provide a decision on whether or not the Anthology Solutions are ready to move from deployment to the Production Environment. Deliverable: Provide Go/No-Go Decision
Project Schedule Review and Validation	Action: Anthology will review the project schedule on an ongoing basis and update as required. Deliverable: Project schedule revisions as needed.	Action: Customer will participate in schedule reviews and provide feedback on revisions. Deliverable: Approve project schedule revisions as needed.
Authorization to Proceed	Action: Anthology will review Authorization to Proceed Checklist as defined within Section 5C of this SOW with Customer to obtain approval to proceed to next phase. Deliverable: Authorization to Proceed meeting and document	Action: Customer will review and approve Authorization to Proceed Checklist. Deliverable: Approve Authorization to Proceed document

V. Deploy Phase

The Deploy Phases focuses on end user training and the deployment of the Anthology Solutions into the Production Environment based on the configured and tested mutually approved Solution Design Documentation. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
End User Training	Action: N/A Deliverable: N/A	Action: Customer is responsible for pre-training and training logistics to consist of facilities, equipment, and attendee confirmation and coordination. Customer assumes responsibility for the printing and distribution of copies of all standard and customized training documentation:

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
		<p>Deliverable: Pre-Training and Training Logistics</p> <p>Action: Customer will deliver training to their end users</p> <p>Deliverable: End User Training</p>
Anthology Solutions Deployment Checklists	<p>Action: Anthology will provide Anthology Solutions deployment checklist(s).</p> <p>Deliverable: Anthology Solutions Deployment Checklist(s)</p>	<p>Action: Customer will complete Anthology Solutions deployment checklist(s).</p> <p>Deliverable: Collaborate on Anthology Solutions Deployment Checklist(s)</p>
Anthology Solutions Cutover	<p>Action: Anthology will produce the final legacy data extracts and load final data extracts, configuration, and integrations into Production Environment.</p> <p>Deliverable: Legacy Data Extracts and Data Loads to Anthology Solutions</p>	<p>Action: Customer will provide access to legacy data system(s) and Subject Matter Experts (SMEs) to work with Anthology on extracting data from legacy system(s) and loading into Anthology Solutions.</p> <p>Deliverable: Legacy Data System(s) access and SMEs</p>
Production Environment Validation	<p>Action: Anthology will assist Customer with validating the Production Environment to ensure that data, configuration, and integrations are ready.</p> <p>Deliverable: Anthology Preliminary Production Environment(s)</p>	<p>Action: Customer will validate the Production Environment to ensure that data, configuration, and integrations are ready.</p> <p>Deliverable: Approved Production Database Authorization to Upsize and Microsoft FastTrack Pre-Go Live Checklist as further defined within Section 5B of this SOW</p>
Go-Live	<p>Action: Anthology will partner with Customer to deploy the Anthology Solutions into the Production Environment.</p> <p>Deliverable: Anthology Production Environment(s)</p>	<p>Action: Customer will utilize the Anthology Solutions and begin leveraging the Anthology Solutions in the Production Environment.</p> <p>Deliverable: Utilization of the Anthology Production Environment(s)</p>

VI. Transition Phase

During this phase, Anthology will provide guidance and troubleshooting assistance regarding the use of the Anthology Solutions in accordance with the mutually agreed upon Solution Design Documentation. At the conclusion of the Transition Phase, Customer will be transitioned to Anthology’s Client Services Team and further support will be provided to Customer in accordance with the Agreement. Customer may continue collaborating with the Anthology for additional support according to the terms and conditions of a separate Statement of Work. During this phase, Anthology and Customer will engage in the following Activities and produce the following Deliverables.

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
Post Go-Live Implementation Support	Action: Anthology Professional Services will	Action: Customer will leverage Anthology Professional Services for

Activities	Anthology Deliverables/Actions	Customer Deliverables/Actions
	provide guidance and troubleshooting for four (4) weeks post Go-Live. Deliverable: Post Go-Live Implementation Support	guidance and troubleshooting assistance for four (4) weeks post Go-Live.
Project Closure Meeting	Action: Anthology will conduct a final project closure meeting with Customer Deliverable: Project Closure meeting agenda and documentation	Action: Customer will actively participate in project closure meeting and approve documentation Deliverable: Approve project closure documentation
Transition to Client Services	Action: Anthology will officially close the project and transition Customer to Client Services team. Deliverable: Anthology Client Services meeting. Action: Client Services will discuss expectations and process for requesting assistance. Deliverable: Client Services	Action: Customer will leverage Anthology Client Services to request assistance. Deliverable: Adherence to Anthology Client Services

B. Data Migration

As specified above, data migration occurs throughout the implementation phases. The following applies to all data migration:

- Anthology and Customer may mutually agree to restrict the data migration scope if the source data is deemed to be of insufficient quality for migration. In such event, Anthology and Customer will mutually identify alternative data migration recommendations. Alternative recommendations may consist of recommendations related to cost, schedule, and performance implications and may require a Change Order.
- Customer is responsible for providing Anthology with access to its legacy systems
- Customer will assemble Customer Data Migration teams to work with Anthology to perform data extract and data transformation coding to populate Anthology's Common File Format.
- Customer will assign resources experienced with source systems data models, responsible for access to and interoperation of the source systems data.
- Customer will assign resources experienced to help troubleshoot the data extraction failure resulting from the source system, Network or Security configurations.
- Anthology and Customer will jointly extract data from each of the source systems into a common format for all source systems as per the timeline defined in the project schedule. Extracted data will be transformed to Anthology's defined Common File Format layout. Extracted data will be consolidated from all source systems and all supporting systems into a single set of files.
- Anthology will be responsible for the delivery of data loads, initial training of data validation process, and support for data validation across the project lifecycle.
 - These data loads provide Customer with the opportunity to validate the accuracy of migration of data from all identified source systems tables, and data populated in all identified modules.
 - After each data load, Customer will approve the completion of data validation. Approval indicates

- that Customer has completed all data validation tests and all identified issues have been addressed by Anthology or Customer. Moving forward to the next data validation load is contingent on the receipt of approval from Customer.
- All data loads and data validation in conjunction with Anthology Student must be completed prior to the commencement of data loads in conjunction with Anthology Reach, Apply, and Succeed and Anthology Finance & HCM and Anthology Payroll.
 - Anthology assumes that Customer data can be extracted and transformed from all legacy source systems in a defined and repeatable format.
 - Anthology will perform an audit of the quality of the Customer data that has been migrated to the Anthology Solutions and document issues with respect to such migrated data. Customer is responsible for resolving issues relating to the data. Failure to resolve such issues could delay the project schedule.
 - Customer is solely responsible for the accuracy and validation of its data.
 - With respect to Anthology Student, the scope of the data to be migrated consists of the following:
 - The active student population and all supporting data elements for any students active during any of the previous ten (10) years (“In Scope Student Information System Data”).
 - For additional years of data, Anthology will provide a Data Archive package, as follows:
 - Import of Demographic and Applicant records into Anthology Student (f/k/a CampusNexus Student) as well as the import of historical data for Transcripts, Student Account Ledger, and Financial Aid Packaging Summary.
 - Anthology will extract demographic, applicant, transcript, ledger card, and financial aid data from Customer's legacy data system(s) and transform the data into Anthology's required format.
 - Customer will provide access to legacy data system(s) and Subject Matter Experts to collaborate with Anthology on extracting demographic, applicant, transcript, ledger card, and financial aid data from legacy system(s).
 - All demographic and applicant records imported as part of this effort will be imported into the Anthology Student database and can be searched from Anthology Student using fields such as Name, Social Security Number, or Student Number.
 - Anthology will collaborate with Customer to configure an Archive Student Status so when data is imported into Anthology Student, Customer can search the students based on the configured Archive Student Status.
 - Transcript, Ledger Card, and Financial Aid data for these historical records will be available through three (3) reports created by Anthology Professional Services only. Anthology will make these three (3) reports accessible through Anthology Student.
 - Anthology Professional Services can generate these three (3) reports based on the report layout currently designed to support the Data Archive Package. Any customizations to these reports will require a Change Order.
 - Transcript
 - Student Account Ledger
 - Financial Aid Packaging Summary
 - Title IV Financial Aid data will be migrated to Anthology Student from Customer's Financial Aid system of record using Anthology's common file format methodology. If Customer is unable to provide Title IV Financial Aid data, then it will be migrated from the U.S. Department of Education's Common Origination and Disbursement (COD) Year-to-Date (YTD) files utilizing custom code.
 - Customer is responsible for requesting the YTD Pell and YTD Direct Loan Rebuild files from COD and providing this data to Anthology.
 - Anthology will utilize these files to import the Title IV financial aid packaging data into Anthology Student.
 - The importing of Title IV financial aid packaging data will be specific to all award years provided by Customer to Anthology (for example, 2019-2020).
 - Once Title IV financial aid data has been migrated to Anthology Student, Customer will still utilize the functionality through the Anthology Student user interface to import the YTD Pell and YTD Direct Loan Rebuild files.
 - Anthology assumes that Customer will be able to identify the Fund Source associated with Student Account Ledger Card Transactions when extracting data. This identification

- of the Fund Source will facilitate the process of linking student account ledger card payments to financial aid disbursements.
- If the Fund Source cannot be determined, then linking must be completed manually. An inability to link financial aid disbursements to student account ledger card payments will result in limitations based on Customer business processes.
 - The functionality of certain reports or processes will be limited until student account ledger card payments are linked with financial aid disbursements.
- Non-Title IV Financial Aid data will be migrated to Anthology Student from Customer's Financial Aid system of record using Anthology's common file format methodology.
- With respect to Anthology Reach, Apply, and Succeed, the scope of the data to be migrated consists of the following:
 - Non-Production (Sandbox) Environment data migration will be limited to up to one thousand (1,000) transactional contact records and the associated out-of-the-box (OOTB) entities as specified below.
 - Production data migration will be limited to up to three (3) years of transactional records not to exceed two hundred thousand (200,000) contact records.
 - System (Reference data) required fields (as defined in the Data Mapping Workbook, where applicable) consisting of:
 - Academic Period
 - Program
 - Program Level
 - Source Method
 - Source Category
 - Program Version
 - Application Period
 - Course
 - Transactional data elements (as defined in the Data Mapping Workbook, where applicable) consisting of:
 - Contact
 - Address
 - Account
 - Previous Education
 - Test Scores
 - Application
 - Application Registration
 - Enrollment
 - Course History
 - Course Section
 - Course Instructor
 - Academic Period Details
 - Up to thirty (30) Customer-option fields consisting of out-of-the-box entities/tables (not to exceed the totality of up to two hundred forty (240) fields to be migrated)
 - With respect to Anthology Finance & HCM and Anthology Payroll, the scope of the data to be migrated consists of the following:
 - General Ledger
 - Two (2) years historical summary records by general ledger account string
 - Delta (Debit + Credit) Activity by month will be loaded per general ledger account string
 - No transaction details will be imported for historical years
 - Transaction details will be imported for the current fiscal year
 - Effective as of the Go-Live Event, Customer will stop using the legacy system and Anthology will import final balances into Anthology Finance & HCM and Anthology Payroll
 - Chart of Accounts
 - Will be entered manually or imported depending on number of records
 - Dimensions
 - Will be entered manually or imported depending on number of records
 - Bank Accounts
 - All active accounts
 - Customers

- Active and in use accounts for last two (2) years
 - Customer (Non-Student) Invoices and payments
 - Only open and unsettled customer invoices and payments
 - Vendors
 - Active and in use accounts for last two (2) years
 - Vendor Bank Accounts for vendors referenced above
 - Vendor Addresses for vendors referenced above
 - Vendor Invoices and payments
 - Only open and unsettled vendor invoices and payments
 - Procurement Categories
 - All active procurement categories
 - Fixed Assets
 - Active fixed assets with a current value > \$1 and currently in use will be migrated with initial purchase value and all accumulated depreciation/ amortization history
 - Active fixed assets with a current value of \$0 will not be migrated with any value history
 - Employees/Workers
 - All active employees/workers
 - If Payroll is mid-year, terminated employees as of January 1 of the prior calendar year
 - Ethnic Origins
 - Worker Titles
 - Worker Personal Contact person
 - Worker Addresses
 - Jobs
 - All active jobs will be loaded
 - Job Functions
 - Positions
 - Positions will be loaded for every employee
 - Position Types
 - Position Default Dimensions
 - Position Hierarchies
 - Organizational Hierarchy based on position used for Workflow
 - Payroll Balance Data
 - If Payroll is mid-year, Summary balances by code by person for calendar year of Go-Live year
 - Compensation
 - A compensation structure will be loaded/configured
 - All employees will be enrolled in a fixed compensation plan
 - Pay Rate Conversions
 - Benefits
 - All active benefit plans will be loaded
 - All employees will be enrolled in their current benefit plan
 - Benefit accruals
 - All benefit accruals plans will be loaded
 - All employees will be enrolled in the benefit accrual plan that they are eligible for
 - All balances will be loaded
 - Bank and bank disbursement
 - All employees' banks and bank disbursements will be loaded.
 - Taxes
 - A default tax region will be loaded for all employees
 - All tax codes (State Income Tax (SIT) and Federal Income Tax (FIT)) selections, filing methods and dependents will be loaded
- Prior to Go-Live, Customer is responsible for approving acceptance of all migrated data prior to final load into Anthology Student, Anthology Reach, Anthology Apply, Anthology Succeed, Anthology Finance & HCM, and Anthology Payroll.
- Customer data will only be migrated to Customer's Production Environment of Anthology Student, Anthology Reach, Anthology Apply, Anthology Succeed, Anthology Finance & HCM, and Anthology Payroll as a one-time event. Customer will work with Anthology to determine the timing for the migration event. Any additional data not captured in the one-time event will need to be entered to Anthology Student, Anthology Reach, Anthology Apply, Anthology Succeed, Anthology Finance & HCM, and

- Anthology Payroll manually by Customer or Customer will need to enter a separate Statement of Work or Change Order with Anthology for such data entry.
- Delivery of the Go-Live data load is contingent on the receipt by Anthology of the “Production Database: Authorization to Upsize” document approved by Customer or the “Microsoft FastTrack Pre-Go Live Checklist” document approved by Customer. Such documents indicate approval of the Anthology Solutions in all material respects for Anthology to perform the actions specified in the mutually approved Solution Design Documentation which will utilize the data migrated in the final validation (Go-Live) data load; this approval also provides Anthology with consent to load the data into the Production Environment.

C. Authorization to Proceed (ATP)

Anthology and Customer will complete an Authorization to Proceed (“ATP”) at the end of each implementation phase. The Customer and Anthology team will review the activities and Deliverables/actions as specified above for the applicable implementation phase and mutually agree that they have been completed and accepted in accordance with this SOW so the next implementation phase can begin. Any identified exceptions noted in the ATP by Customer may be subject to the Change Control Process in accordance with this SOW.

D. Deliverable Acceptance Process

During the term of this SOW, when Anthology submits a Deliverable for Customer’s acceptance, within five (5) Customer business days of the date of submittal, Customer is required to:

Accept the Deliverable by approving the service deliverable acceptance form, or other form provided by Anthology (which would indicate return and signature procedures as applicable), or by using (or partially using) the Deliverable

Or

Reject the Deliverable by notifying Anthology in writing and specifying how the Deliverable does not meet the material specifications set forth in this SOW.

If a rejection notification is received, Anthology shall reasonably attempt to correct issues with a Deliverable that is in scope of this SOW, after which the Deliverable is deemed accepted. Issues that are outside the scope of this SOW, and feedback provided after a Deliverable has been accepted, will be addressed as a change request, and managed as described in the Change Control Process in this SOW. In the absence of an acceptance or rejection from Customer, Deliverables submitted for acceptance will be deemed approved within five (5) Customer business days of submission by Anthology to Customer. If either Cochise or Navajo approve a Deliverable, but the other does not approve or reject the Deliverable, such Deliverable submitted for acceptance will be deemed approved within five (5) Customer business days of submission by Anthology to Customer.

E. Testing and Validation Process

Customer and Anthology will perform testing and validation based upon the mutually agreed upon Testing Plan. As part of this Testing Plan, Customer must confirm to Anthology that the results of such testing show that the Anthology Solutions in all material respects perform the actions specified in the mutually approved Solution Design Documentation utilizing the data migrated to the Anthology Solutions. Testing must be performed as specified in the project timeline. In the event Customer does not complete required testing, the project timeline and estimated cost may change, thereby requiring a Change Order.

F. Change Order Process

As provided in the Agreement, either Party may initiate a change request to this SOW by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes within five (5) Customer business days. Both Parties shall work together to identify any schedule or price increase resulting from the change. If the Parties are mutually agreeable to any changes to this SOW, then they shall enter into a mutual written Change Order executed by both Parties (“Change Order”). Customer acknowledges that any additional changes to the assumptions in this SOW may affect time and/or costs. Change Orders will set forth applicable fees for services. Customer acknowledges that its failure to approve a change request may impact certain Deliverables and result in the delay of the completion of this SOW. In the event Customer refuses to approve a commercially reasonable change request, Anthology shall not be in breach of this SOW or the Agreement due to any delay or inability to produce a certain

Deliverable.

Section 6. Assumptions

Customer acknowledges that Anthology's ability to deliver the services and Deliverables specified in this SOW depends upon Customer's full and timely cooperation, availability of skilled resources in accordance with the mutually agreed upon project staffing plan, as well as the accuracy and completeness of any information Customer provides to Anthology (including relevant information regarding the organization, infrastructure, roles, processes, systems, data, and other elements of the Customer's operation). In the event of a failure of any of the foregoing, or if any assumptions specified in this SOW change or are inaccurate, then the scope of services, duration and costs may change. In such instance, Anthology shall notify Customer in writing as promptly as practicable (and Anthology shall use commercially reasonable efforts to allow Customer up to five (5) Customer business days to review the notice, subject to any additional delays or costs it may cause to the project), and Customer and Anthology will enter into a mutually acceptable Change Order following the Change Order process outlined in this SOW. Anthology shall not be obligated to perform any additional services until such Change Order is executed and shall not be considered in breach of this SOW or the Agreement.

This SOW encompasses the entire scope of work to be provided to Customer by Anthology.

The installation of the Anthology Solutions will be deployed to Customer as a cloud service in accordance with the Agreement.

Customer will provide Anthology access to Customer systems. This consists of all necessary work locations, networks, legacy systems, and applications (remote and onsite).

Customer will ensure that adequate internet access, facilities and equipment is provided for Anthology personnel during on-site visits.

Customer will facilitate and assume all responsibility for any interactions with related Customer or third-party projects or programs in order to manage external project dependencies, including Customer personnel, Customer sub-contractors, third party vendor relationships and any third-party licenses. Anthology will reasonably cooperate with Customer and such third-party integration providers as necessary to perform the Professional Services and provide the Deliverables set forth herein.

Anthology must accept and agree to all deliverables and actions produced by Customer prior to the Approval to Proceed as defined in this SOW.

Customer will provide empowered decision-makers who can make determinations regarding project scope, priorities, execution, and resourcing/funding.

Customer will identify a Project Manager to work hand-in-hand with Anthology on all activities defined in this SOW.

Customer will establish a team of business process Subject Matter Experts ("SMEs") in accordance with the mutually agreed project staffing plan to serve as points of contact for all Customer responsibilities, objectives and business processes related to this SOW. This team will be accessible for the term of this SOW.

Customer will manage its internal communications and information distribution processes to its campus locations.

The implementation of the Anthology Solutions will include the "Customer Institutions" (as defined in the Agreement) deployed into one (1) environment of the Anthology Solutions. The Customer Institutions will adopt standardized business processes and follow the same implementation timeline operating as one (1) unified organization. Anthology's Implementation Methodology includes the Business Processes set forth in Appendix A. Each Business Process will include sub-topics that each Customer Institution can configure to its unique needs.

For added clarity and purposes of this SOW, the Customer Institutions include:

- Cochise County Community College District
- Navajo County Community College District

Notwithstanding anything else herein of the below or the foregoing, the Parties acknowledge that implementation of the Anthology Solutions will be for the benefit of the Customer Institutions set forth above. Anthology will act in good faith with respect to any fees it charges in connection with a Change Order needed to accommodate any of the specific needs of one or more of the Institutions during the implementation process.

Cochise and Navajo are simultaneously implementing the Anthology Solutions pursuant to this SOW. Upon execution of this SOW, Anthology and Customer shall mutually create a Steering Committee consisting of Project Sponsor representatives from Anthology, Cochise, and Navajo. In the event of any disagreement among two or all of the parties regarding implementation of the Anthology Solutions, the matter will be referred to the Steering Committee by one of the parties involved in the disagreement within forty-eight (48) hours of notice of such disagreement and the Steering Committee shall meet virtually or remotely no later than seventy-two (72) hours later to try to resolve the disagreement in good faith. Notwithstanding the foregoing, Anthology, may in its sole discretion, continue with the implementation process while the Steering Committee resolves any disagreement to minimize delays, or, if a decision by the Steering Committee is required for Anthology to continue with the implementation process, Anthology may suspend the implementation process under this SOW until the Steering Committee resolves the disagreement and the Parties shall subsequently agree on a revised timeline for the implementation project.

Pursuant to this SOW, Anthology shall implement the standard, out-of-the-box integration between Anthology Student and Anthology Reach. This SOW does not include any custom development, custom training, or enhancements for the integration between Anthology Student and Anthology Reach. Records of entities integrated between Anthology Student and Anthology Reach are posted on the Anthology web site at <https://help.campusmanagement.com/ENG/Content/Help/Integration/CNS/Scope.htm#Referenc>, as they may be amended from time to time.

Pursuant to this SOW, Anthology shall implement the standard, out-of-the-box integration(s) in conjunction with Anthology Finance & HCM and Anthology Payroll. This SOW does not include any custom development, custom training, or enhancements for the standard, out-of-the-box integration(s) in conjunction with Anthology Finance & HCM and Anthology Payroll. The standard, out-of-the-box integration(s) in conjunction with Anthology Finance & HCM and Anthology Payroll are posted on the Anthology web site at <https://help.anthology.com/CNF/Content/Help/INT/IntegrationTOC.htm>, as they may be amended from time to time.

In addition to anything else not specified as being in scope pursuant to this SOW, for the avoidance of doubt, the following features and functionality are also considered to be out of scope. Customer will need to enter into a separate Statement of Work or Change Order with Anthology for the implementation of such features and functionality.

- Anthology Student will not include:
 - Integration with a third-party financial aid servicer including, but not limited to Global Financial Aid Services
- Anthology Finance will not include:
 - Credit and Collection
 - Inventory Management
 - Warehousing Management
 - Point of Sale/Retail/Commerce
 - Sales and Marketing
 - Production Control
 - Vendor Collaboration
 - Asset Management
 - Asset Leasing
 - Audit Workbench
 - Consolidations
 - Cost Accounting
 - Cost Management
 - Master Planning
 - Product Information Management
 - Questionnaire
 - Revenue Recognition
 - Service Management
 - Tax

- Time and Attendance
- Transportation Management

Customer may utilize the Additional Services as defined within Appendix B of this SOW for the development of self-service web forms, workflows in conjunction with the Workflow Composer, or third-party integrations utilizing the tools available in conjunction with the Anthology Solutions, including:

- Forms Builder with Eventing and Workflow in conjunction with the Workflow Composer
- Anthology Web Services and APIs
- Open Data Protocol layer

Customer may utilize the Additional Services as defined within Appendix B of this SOW for the development of custom reports including but not limited to a Custom Transcript and a Custom Financial Aid Award Letter.

Section 7. Billing Method: Time and Materials (T&M) and Fixed Fee

Services	Estimated T&M Hours	Estimated T&M Fees
Student Success Services, consisting of:	23,464	\$3,887,801
Project Management		
Implementation of the following Anthology Solutions:		
Anthology Student		
Anthology Reach, Anthology Apply, and Anthology Succeed		
Anthology Analytics		
Anthology Engage		
Anthology Milestone		
Additional Services as defined within Appendix B of this SOW		
Finance and Ops Services, consisting of:	7,640	\$1,327,419
Project Management		
Implementation of the following Anthology Solutions:		
Anthology Finance & HCM and Anthology Payroll		
Anthology Analytics		
Additional Services as defined within Appendix B of this SOW		
Additional Services as defined within Appendix B of this SOW	1,000	\$150,000

Technical Services in conjunction with third-party integrations		
Estimated T&M Fees Total	32,104	\$5,365,220

Student Success Project Area	Fixed Fees
Implementation of Anthology Student Verification	\$40,000
Implementation of Anthology Occupation Insight	\$16,000
TOTAL	\$56,000

The Estimated T&M Fees and Fixed Fees to complete the tasks outlined in this SOW are **\$5,421,220**. Travel and Expenses are not included in the Estimated T&M Fees or Fixed Fees and will be billed as incurred.

Estimated T&M Fees. The Estimated T&M Fees will be billed on a time and materials basis (T&M). If additional T&M hours are required by Anthology to perform the services specified in this SOW, Anthology shall promptly notify Customer of the additional T&M hours requirement prior to proceeding with such services and such additional services will not be performed by Anthology without a Change Order. Customer acknowledges that its failure to approve a change request to allow for additional T&M hours may impact certain Deliverables and result in the delay of the completion of this SOW. In the event Customer refuses to approve a commercially reasonable change request to allow for additional T&M hours, Anthology shall not be in breach of this SOW or the Agreement due to any delay or inability to produce a certain Deliverable.

Fixed Fees. The Fixed Fee in conjunction with Anthology Student Verification and Anthology Occupation Insight shall be invoiced to Customer when Anthology notifies Customer that the Go-Live event of Anthology Student Verification and Anthology Occupation Insight has been completed and Customer confirms that Anthology Student Verification and Anthology Occupation Insight are performing in accordance with the relevant specifications, including without limitation, using Anthology Student Verification and Anthology Occupation Insight in a Production Environment.

Customer shall pay Anthology on a Time and Materials or Fixed Fee basis at the prevailing rates for any services rendered pursuant to a new Statement of Work. Current standard hourly rates are as follows. Customer shall pay Anthology at the following discounted rates only for any Statements of Work executed during the Period of Performance of this SOW.

Resource Type	Standard T&M Rates per Hour	Discounted T&M Rates per Hour
Project Managers	\$225/hour	\$179.26/hour
Solution Architects	\$225/hour	\$179.26/hour
Technical Architects	\$225/hour	\$150/hour
Implementation Consultants	\$200/hour	\$179.26/hour
Technical Consultants	\$200/hour	\$150/hour
Systems Engineers	\$200/hour	\$150/hour

Each invoice shall be split equally for payment between Cochise and Navajo. Both Cochise and Navajo agree that should either Cochise or Navajo fail to make any payments due hereunder by their respective due date, Anthology shall have the right to suspend or terminate any or all services under this SOW for both Cochise and Navajo and that Anthology shall not be required to resume services under this SOW for either Cochise or Navajo until all payments due hereunder are made to Anthology, unless Anthology terminates this SOW beforehand.

The terms and pricing in this SOW shall expire if not executed by Customer by June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the dates set forth below.

**COCHISE COUNTY COMMUNITY
COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: _____

ANTHOLOGY INC.

By: _____
Print: _____
Title: _____
Date: _____

**NAVAJO COUNTY COMMUNITY
COLLEGE DISTRICT**

By: _____
Print: _____
Title: _____
Date: ^(d1) _____



Appendix A – Business Processes

Anthology will provide services to Customer to support the implementation of the Business Processes set forth below for each of the Anthology Solutions indicated below.

I. Anthology Finance Business Processes

Sequence Number	Process Name and Description	In Scope	Out of Scope
1	<p>Managing General Accounting (consists of up to two (2) legal entities), consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and Manage Organizational Structure • Define and Manage chart of accounts • Define and Manage financial dimensions • Process journal entries • Define and Manage allocation rules • Process period-end adjustments and closing procedures • Post and reconcile interfund/unit transactions • Reconcile general ledger accounts • Perform consolidations and process eliminations • Define and manage sales / value-added tax (VAT) / withholding taxes 	X	
2	<p>Managing Cash, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Manage and reconcile cash positions • Process electronic fund transfers (EFTs) payment files to banking institution • Process positive pay files to banking institution • Process check reversals and non-sufficient funds (NSF) 	X	
3	<p>Processing accounts payable (AP), consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Create and manage vendors • Define and manage vendor invoice matching policies and variances • 1099 management • Process vendor invoices • Process cash, check, and electronic funds transfer (EFT) payments to vendors 	X	
4	<p>Non-Inventory Procurement by Category, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Create and process purchase requisitions • Create and process purchase orders • Create and manage procurement categories and hierarchy • Create and manage purchasing policies • Define and manage purchasing agreements 	X	
5	<p>Invoicing Customers (Non-Student), consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Create and manage non-student customers • Invoice customer (free text) • Create and process recurring invoices • Process customer payments and non-accounts receivable cash receipts • Process customer statements • Process customer refunds 	X	

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> • Create and manage interest • Create and manage collection letters • Manage write offs 		
6	<p>Manage Grants, consisting of the following sub-processes in General Ledger:</p> <ul style="list-style-type: none"> • Establish Grant dimension and populate values • Define process for extracting GL information for costs • Define process to take cost values to generate external invoicing 	X	
7	<p>Manage Grants, consisting of the following sub-processes in Project Management & Accounting:</p> <ul style="list-style-type: none"> • Define Shared Categories • Create Project Categories • Define Grant Structure • Process Transactions • Configure Invoicing • Run Reporting 	X	
8	<p>Perform financial reporting, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Prepare departmental financial statements in Financial Report Designer <ul style="list-style-type: none"> ○ Statement of Activities (P & L) ○ Statement of Financial Position (Balance Sheet) ○ Statement of Cash Flows • Perform trial balance 	X	
9	<p>Perform planning/budgeting/forecasting, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Develop and maintain budget policies and procedures and control • Develop and maintain commitment accounting policies (encumbrances) • Prepare basic budgets (no planning in D365) • Prepare budget entries (if Create and maintain budget plans is included within scope) 	X	
10	<p>Create and maintain budget plans, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • One (1) budget planning workflow • Up to three (3) scenarios • Up to ten (10) stages • Up to five (5) workflow stages • One (1) allocation schedule 	X	
11	<p>Processing expense reimbursements, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Establish and communicate expense reimbursement policies and approval limits • Approve reimbursements and advances • Process reimbursements and advances • Manage personal accounts 	X	
12	<p>Perform fixed asset accounting, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Establish fixed asset policies and procedures • Maintain fixed asset master data files • Process and record fixed asset additions and retires 	X	

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> • Process and record fixed asset adjustments, enhancements, revaluations, and transfers • Calculate and record depreciation expense • Provide fixed asset data to support tax, statutory, and regulatory reporting 		
13	Credit and Collections , consisting of the following sub-processes: <ul style="list-style-type: none"> • Aging for Accounts Receivables • Dunning Letters • Collection Tracking • Cases 		X
14	Inventory Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Warehouse configuration • Receiving • Transfer orders • Manage inventory allocations and reservations • Inventory adjustments • Inventory recalculation and close • Inventory forecasts • Vendor returns • Packing material allocation and fees • Supplementary items 		X
15	Warehousing Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage locations • Define and manage work templates • Define and manage work policies • Define and manage wave templates and process methods • Define and manage outbound workload capacity • Define and manage warehouse workers • Define and manage location directives • Define and manage mobile devices • Define and manage dock management profiles • Define and manage cycle count plans • Release and process orders for picking • Create and manage inbound work • Create and manage outbound work • Create and manage warehouse work 		X
16	Point of Sale/Retail/Commerce , consisting of the following sub-processes: <ul style="list-style-type: none"> • Define and manage Product Catalogs • Define and manage Pricing, Discounts and Loyalty Programs • Define and manage Channels, Stores and Locations • Define and manage Charge codes and Payment methods • Define and manage POS layouts, formats, profiles • Initial setup of POS devices 		X
17	Sales and Marketing , consisting of the following sub-processes: <ul style="list-style-type: none"> • Create and process sales orders • Create and process customer cases • Create and process RMAs • Define and manage Sales Categories • Miscellaneous charges 		X
18	Production Control , consisting of the following sub-processes: <ul style="list-style-type: none"> • Quality Management 		X

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> ○ Create and maintain inventory blocking ○ Receiving quality ○ Shipping quality ○ Create and process quality orders ○ RMA dispositions ● Create and manage routes ● Create and manage resources ● Create and process production orders ● Create and manage calendars and working time ● Production order adjustments 		
19	Vendor Collaboration , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Vendor Collaboration users and user requests ● Define and manage online Vendor bidding against RFQ, Purchase Order Confirmation and Invoicing 		X
20	Asset Management , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Functional Locations ● Define and manage Asset Types ● Define and manage Faults and Fault Types ● Define and manage Maintenance Plans, Requests, Checklists and Jobs ● Setup Maintenance Workers and Worker Groups ● Create and maintain Work Orders and Maintenance Schedules ● Create and maintain Asset Loans 		X
21	Asset Leasing , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Lease groups and workflows ● Define and manage Lease books and posting profiles ● Create and maintain Leases ● Import Lease details from Excel 		X
22	Audit Workbench , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Audit policies and rules ● Create and maintain Audit cases 		X
23	Consolidations , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Consolidation Legal Entity ● Define and manage Elimination rules ● Create and maintain Consolidation transactions ● Create and maintain Elimination journals 		X
24	Cost Accounting , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Cost behavior policies ● Define and manage Cost distribution policies ● Define and manage Cost rollup policies ● Define and manage Cost allocation policies ● Define and manage Overhead rate policies 		X
25	Cost Management , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage Inventory accounting policies ● Define and manage Manufacturing accounting policies ● Define and manage Indirect cost accounting policies ● Define and manage General Ledger integration policies ● Define and manage Predetermined cost policies 		X
26	Master Planning , consisting of the following sub-processes: <ul style="list-style-type: none"> ● Define and manage master plans ● Define and manage forecast plans 		X

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> • Demand forecasting • Define and manage safety stock (min/max coverage) • Process planned orders • Intercompany master planning • Define and manage item coverage rules 		
27	<p>Product Information Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage products • Define and manage product masters • Define and manage product attributes • Define and manage product categories and hierarchies • Define and manage packaging conversions • Define and manage product dimensions • Define and manage storage dimensions • Define and manage tracking dimensions • Define and manage product variants • Define and manage bills of materials (BOMs) • Product costing 		X
28	<p>Questionnaire, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Questionnaires, Questions and Answers • Define and manage Questionnaire schedules 		X
29	<p>Revenue Recognition, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Revenue schedules • Define and manage Project Revenue journals • Define and manage Inventory and Product Revenue journals • Define and manage Sales order hold and recognition terms 		X
30	<p>Service Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Service groups • Define and manage Service agreements • Define and manage Service orders • Define and manage Repair groups • Define and manage Service subscriptions 		X
31	<p>Tax, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Sales Tax groups and codes • Define and manage Withholding Tax groups and codes • Define and manage posting to Accounts Payable, Accounts Receivable and General Ledger 		X
32	<p>Time and Attendance, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Time Groups, Profiles, Teams and Job cards • Define and manage Time registrations and shop floor activities • Define and manage Indirect activities • Define and manage Flex time • Initial Setup of Job Card terminals and devices 		X
33	<p>Transportation Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Define and manage Appointment scheduling • Define and manage Carriers • Define and manage Transportation standards and Load building • Define and manage Engines and Fuel indexes • Define and manage Rating and Routing 		X

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> Define and manage FOB and Freight reconciliation 		
34	<p>System Configurations and Customizations, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> One (1) accounts payable check format One (1) payroll check format One (1) National Automated Clearing House Association (NACHA) file format One (1) Bank Administration Institute (BAI2) file format One (1) positive pay file format Three (3) workflows configured from list below: <ul style="list-style-type: none"> Purchase requisitions Purchase orders Budget register entries Travel requisitions Cash advances Expense reports General journals Accounts payable invoice journals Free text invoices Fixed assets Bank reconciliation One (1) purchase order format One (1) customer invoice format Initial setup of standard embedded PowerBI dashboards <ul style="list-style-type: none"> Customer is responsible for further customization of PBIX files Standard reports listed in "Inquiries and Reports" section of all menus are delivered as standard. <ul style="list-style-type: none"> Customer is responsible for further customization of SQL Service Reporting Services ("SSRS") reports Setup of users needed for Go-Live Standard security configuration <ul style="list-style-type: none"> Customer will be trained on assigning security roles to users Configuration and testing of standard Anthology Student integration 	X	

II. Anthology HCM and Anthology Payroll Business Processes

Sequence Number	Process Name and Description	In Scope	Out of Scope
1	<p>Develop and implement human resources plans, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Gather skill requirements according to district strategy and educational and operational needs Plan employee resourcing requirements per department and campus Develop compensation plan Plan employee benefits 	X	
2	<p>Manage employee development, consisting of the following sub-processes:</p>	X	

Sequence Number	Process Name and Description	In Scope	Out of Scope
	<ul style="list-style-type: none"> Manage employee skill and competency development via Skill Gap Analysis 		
3	<p>Develop and manage reward, recognition, and incentive programs, consisting of the following sub - processes:</p> <ul style="list-style-type: none"> Develop salary/compensation structure and plan Develop benefits, reward, and incentive plan Identify compensation requirements based on financial benefits and HR policies Administer compensation, rewards, and incentives to employees Reward and motivate employees 	X	
4	<p>Manage and administer benefits, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Deliver employee benefits program Administer benefit enrollment 	X	
5	<p>Hire, rehire, and retire employees, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Hire candidate Manage promotion and demotion process Manage separation Manage retirement Relocate employees and manage assignments Manage former employees 	X	
6	<p>Manage employee information, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Manage reporting processes Manage employee inquiry process Manage and maintain employee data Create and manage report to hierarchy 	X	
7	<p>Manage Pay, consisting of the following sub processes:</p> <ul style="list-style-type: none"> Enter employee time into payroll system Maintain and administer employee earnings information Maintain and administer applicable deductions Monitor changes in tax status of employees Process and distribute payments Process and distribute manual checks Process end-of-period adjustments Respond to employee payroll inquiries 	X	
8	<p>Process Payroll Taxes, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Calculate and pay applicable payroll taxes Product and distribute employee annual tax statements 	X	
9	<p>Manage Work Study, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Hire student as worker Maintain student positions Maintain and track award funds 	X	
10	<p>Perform Integrated Postsecondary Education Data System (IPEDS) Reporting, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Maintain standard occupational classifications Maintain academic ranks Update position and worker IPEDS information 	X	

III. Anthology Student Business Processes

Sequence Number	Process Name and Description	In Scope	Out of Scope	Scope Assumptions
1	Managing Student Profile , consisting of the following sub-processes: <ul style="list-style-type: none"> • Student Profile • National Do Not Call List 	X		
2	Managing International Students	X		
3	Managing Communication and Outreach , consisting of the following sub-processes: <ul style="list-style-type: none"> • Communication • Documents 	X		This business process will consist of dependencies that apply to both Anthology Student and Anthology Reach
4	Transfer Credit Process	X		
5	Tracking Previous Education , consisting of the following sub-processes: <ul style="list-style-type: none"> • Tracking Previous Education • Transcript Request 	X		
6	Tracking Test Scores	X		
7	Enrollment Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • New Student • Returning Student • Dual Major/Degree • Program or Degree Change/Transfer • Campus Transfer • Area of Study • Catalog Change 	X		
8	Managing Family Educational Rights and Privacy Act (FERPA)	X		
9	Managing Advisor Assignment	X		
10	Managing Student Services , consisting of the following sub-processes: <ul style="list-style-type: none"> • Veterans 	X		

Sequence Number	Process Name and Description	In Scope	Out of Scope	Scope Assumptions
	<ul style="list-style-type: none"> • Accommodations • Student Organizations • Housing Assignments • Housing – Room Charges • Housing – Move Out 			
11	<p>Registration, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Advising • Online (Portal) • Term – Batch • Track – Batch • Individual • Unregister 	X		
12	<p>Attendance, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • On-Ground • Online 	X		
13	<p>Grading and Academic Evaluation, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Mid-term grades • Final grades • Grade evaluation • DPA/Degree Pathway • Academic Standing 	X		
14	Processing Student Status Changes	X		
15	<p>Institutional Student Information Record (ISIR) Processing, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • ISIR Import/Export • ISIR Review 	X		
16	<p>Awarding Financial Aid, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Awarding Financial Aid • Estimates • Financial Offer Letter • Approved Packaged Aid – Batch • Automated Award with exception processing 	X		

Sequence Number	Process Name and Description	In Scope	Out of Scope	Scope Assumptions
17	Financial Aid Transmission , consisting of the following sub-processes: <ul style="list-style-type: none"> • U.S. Department of Education's Common Origination and Disbursement (COD) <ul style="list-style-type: none"> ○ Import ○ Export • Commonline Import/Export • COD Exception Management <ul style="list-style-type: none"> ○ Core Anthology Student, excluding Financial Aid Automation • COD Import/Export Exception processing utilizing Financial Aid Automation 	X		
18	Satisfactory Academic Progress (SAP) , consisting of the following sub-processes: <ul style="list-style-type: none"> • SAP • Appeals Process 	X		
19	Financial Aid Pre-Disbursement Process , consisting of the following sub-processes: <ul style="list-style-type: none"> • Heightened Cash Monitoring - 1 (HCM) Advanced Funding • HCM 2 • Financial Aid Automation – Prepayment • Financial Aid Automation – Batched for payment 	X		
20	Post Work study Disbursements	X		
21	Reconciliation , consisting of the following sub-processes: <ul style="list-style-type: none"> • U.S. Department of Education's Common Origination and Disbursement (COD) • Institutional 	X		
22	Integration with a third-party financial aid servicer including, but not limited to Global Financial Aid Services		X	
23	Processing Payments , consisting of the following sub-processes: <ul style="list-style-type: none"> • Student Payment • Third Party • Financial Aid • Miscellaneous Receipts • Deposits 	X		

Sequence Number	Process Name and Description	In Scope	Out of Scope	Scope Assumptions
	<ul style="list-style-type: none"> Subsidiary Tuition Discounts Void Automated Clearing House (ACH) Apply Payments 			
24	Processing Charges , consisting of the following sub-processes: <ul style="list-style-type: none"> Processing Charges Batch Posting Charges Generate Interest Charges 	X		
25	Refund Processing , consisting of the following sub-processes: <ul style="list-style-type: none"> Course Refunds Individual Refunds Institutional Refunds Return To Title IV (R2T4) Refunds Automated Refunds 	X		
26	Stipend (Credit Balance) Processing	X		
27	Collections	X		
28	Processing Third Party/Agency Statements	X		
29	Managing Deferred Revenue	X		
30	Release to General Ledger , consisting of the following sub-processes: <ul style="list-style-type: none"> Release to General Ledger – Anthology Finance 	X		
31	Graduation Clearance Process	X		
32	Career Advising	X		
33	Employer Management	X		
34	Job Management , consisting of the following sub-processes: <ul style="list-style-type: none"> Job Management Placement/Verification 	X		
35	Regulatory Reporting	X		
36	State Processes		X	
37	Faculty Workload Management	X		
38	Foundation Configuration , consisting of the following sub-	X		

Sequence Number	Process Name and Description	In Scope	Out of Scope	Scope Assumptions
	<p>processes:</p> <ul style="list-style-type: none"> • Campus Locations/Operational Divisions • Financial Aid Academic Calendars • Terms • Program Management • Statuses • Managing Billing Methodology 			
39	<p>Student and Faculty Staff Portal, consisting of the following constituents and functionality:</p> <ul style="list-style-type: none"> • Overview of Portal Branding and Design • Review of student lifecycle process definition • General functionality used by all departments • Prospect/Inquiry • Prospective Student/Applicant/Processing • Student Portal <ul style="list-style-type: none"> ○ Financial Aid ○ Student Accounts ○ Academics ○ Career Services • Faculty/Staff Portal <ul style="list-style-type: none"> ○ Classes ○ Grades ○ Attendance 	X		

IV. Anthology Reach Business Processes

Sequence Number	Process Name and Description	Scope of Work
1	<p>Managing Assignments, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • Record Assignment: An automated process for identifying, assigning, and managing records 	<p>Configuration of one (1) record assignment process with up to three (3) record assignment rules including a maximum of five (5) conditions for the entities, as follows:</p> <ul style="list-style-type: none"> • Application • Contact • Lifecycle <p>Record Assignment Rules will be limited to the configuration using the standard out-of-the-box features and functionality, as follows:</p> <ul style="list-style-type: none"> • User – records will be assigned to a user selected in the user to assign field • Team – records will be assigned to a team selected in the team to assign field • Round Robin Assignment – alphabetical order, weighted round robin, load-based assignment
2	<p>Prospect Lead and Inquiry Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • An automated and dynamic process for capturing, tracking, and following up on all leads, interests, and prospects as well as assessing existing communication and solicitation methods <ul style="list-style-type: none"> ○ Contact and Account Management ○ Inbound Interests ○ Web Forms 	<p>Configuration of contact entity, as follows:</p> <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to two (2) custom views • Up to two (2) custom duplicate detection rules <p>Configuration of account entity, as follows:</p> <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view • Up to two (2) custom duplicate detection rules <p>Configuration of inbound interest (lead) entity, as follows:</p> <ul style="list-style-type: none"> • Up to ten (10) custom fields • Up to one (1) custom form • Up to one (1) custom view <p>Configuration of up to one (1) Request for Information (RFI) form (anonymous)</p> <ul style="list-style-type: none"> • Configuration consists of the standard features and functionality, as follows:

Sequence Number	Process Name and Description	Scope of Work
		<ul style="list-style-type: none"> ○ Up to ten (10) custom fields with conditional logic limited to configurable options available in TPC rule manager and Customer's standard branding (colors, fonts, one logo, and one image)
3	<p>Lifecycle Management</p> <ul style="list-style-type: none"> • Tracking the progression of constituents / contacts throughout the entire lifecycle from lead to prospect to applicant to matriculated student and beyond. 	<p>Configuration of lifecycle entity, as follows:</p> <ul style="list-style-type: none"> • Up of one (1) business process flow (BPF), as follows: <ul style="list-style-type: none"> ○ Up to seven (7) stages including three (3) steps per stage ○ Workflows to support automation are delivered
4	<p>Managing Communications, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> • The creation, management, tracking, and monitoring of ad hoc and automated, multi-faceted, communications, such as email and SMS, to targeted audiences as defined by the institution. 	<p>Configuration of:</p> <ul style="list-style-type: none"> • One (1) segment to support one (1) customer journey with up to ten (10) out-of-the-box tiles • One (1) out-of-the-box pre-built marketing email template with styling in accordance with Customer's branding standards • One (1) out-of-the-box subscription center with styling in accordance with Customer's branding standards <p>Configuration of Short Message Service (SMS) via TeleSign</p> <ul style="list-style-type: none"> • One (1) test long code in Non-Production Environment • One (1) long code in Production Environment
5	<p>Managing Communications, consisting of the chat functionality (if included in Agreement)</p>	<p>Set-up of an out-of-the-box:</p> <ul style="list-style-type: none"> • LiveAssist 365 Chat in Anthology Reach • Chat window widget in RFI without authentication and one (1) authenticated Portal or Application • LiveAssist 365 Chat Admin Portal with necessary integration to SiteFinity TPC and Anthology Reach <p>Creation of basic multi-engagement campaign consisting of:</p> <ul style="list-style-type: none"> • One (1) authenticated and non-authenticated engagement without surveys or custom designed chat window (if included in Agreement)

Sequence Number	Process Name and Description	Scope of Work
6	<p>Event Management</p> <ul style="list-style-type: none"> A dynamic process for organizing and planning details and resources of events incorporating the use of web forms and platform. 	<p>Configuration of one (1) authenticated web form for event registration</p> <ul style="list-style-type: none"> Configuration consists of the standard features and functionality, as follows: <ul style="list-style-type: none"> Up to five (5) custom fields using: standard, productized features and functionality with conditional logic limited to configurable options available in the TPC rule manager and Customer's standard branding (colors, fonts, one logo, and one image) Configuration of one (1) Event in Anthology Reach based on out-of-the-box functionality with maximum of two (2) sessions
7	<p>Trip Management</p> <ul style="list-style-type: none"> A planning, approval, and scheduling process to create trip related itineraries incorporating activities, events, and appointments. 	<p>Configuration of one (1) trip with activation of up to three (3) activities supported by the following out-of-the-box process:</p> <ul style="list-style-type: none"> Trip approval process or non-approval process
8	<p>Dashboards, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Charts Views 	<p>Configuration of up to one (1) dashboard using out-of-the-box dashboard components</p>
9	<p>Reach Scoring Model, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> Scoring factors / definitions 	<p>Configuration of one (1) Anthology Reach Scoring definition, including up to three (3) factors using data points from one (1) of the following entities:</p> <ul style="list-style-type: none"> Contacts Accounts Applications Inbound Interests Lifecycles
10	<p>System Configurations</p>	<p>Configuration of:</p> <ul style="list-style-type: none"> Styling of TPC Portal web pages / forms utilizing Customer's core branding standards (fonts, one logo, and one picture) One (1) Non-Production Environment and one (1) Production Environment integrated with Customer's Active Directory (AD) Configuration of up to one (1) custom security role Configuration of one (1) productized supported payment gateway

V. Anthology Apply Business Processes

Sequence Number	Process Name and Description	Scope of Work
1	<p>Application Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> The submission, receipt, tracking and monitoring, and follow up communications to enable a completed application ready for review and decision 	<p>Configuration of Anthology Reach application entity, as follows:</p> <ul style="list-style-type: none"> Up to twenty (20) custom fields Up to one (1) custom form Up to one (1) custom view <p>Configuration of one (1) application type consisting of:</p> <ul style="list-style-type: none"> One (1) application version One (1) application detail
2	<p>Application Requirements Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> The ability for an institution to identify, define, monitor, and communicate all requirement types associated to an application, which can be submitted manually, electronically, or out-of-the-box through the institution's application dashboard. Documents Recommendations Payments Transcripts Test Scores 	<p>Configuration of up to three (3) application requirements for one (1) application type</p>
3	<p>Application Review, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> A web-based process built on the native Microsoft Power platform which enables application reviews, student selection, and decision recommendation. 	<p>Configuration of one (1) application review, as follows:</p> <ul style="list-style-type: none"> One (1) review bundle with up to three (3) reviewers and one (1) out-of-the-box application review workflow
4	<p>Decision and Offer Management, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> The ability to automate and dynamically manage application decisions which can be published to and viewed within a self-service portal where the applicant can accept or decline all pending offers. This includes the ability for an applicant to submit online payments, confirm acceptance, and for the institution to monitor all reasons for declined offers and / or matriculation statuses 	<p>Configuration of one (1) decision with one (1) decision definition detail</p> <p>Training on creation of one (1) decision letter template utilizing Document Core Pack by MSCRM-Addons</p>
5	<p>Managing Communications, consisting of the following sub-processes:</p> <ul style="list-style-type: none"> The creation, management, tracking, and monitoring of ad hoc and 	<p>Configuration of:</p> <ul style="list-style-type: none"> One (1) segment to support one (1) customer journey with up to ten (10) out-of-the-box tiles

Sequence Number	Process Name and Description	Scope of Work
	automated, multi-faceted, communications, such as email and SMS, to targeted audiences as defined by the institution.	<ul style="list-style-type: none"> One (1) out-of-the-box pre-built marketing email template with styling in accordance with Customer's branding standards
6	System Configurations	<p>Configuration of one Application Portal as per Customer's standard branding (colors, fonts, one logo, and one image)</p> <p>Configuration of up to one (1) application webform template for one (1) campus</p> <ul style="list-style-type: none"> Configuration consists of the standard features and functionality, as follows: <ul style="list-style-type: none"> Up to twenty (20) custom fields using: standard, productized features and functionality with conditional logic limited to configurable options available in the TPC rule manager and Customer's standard branding (colors, fonts, one logo, and one image) <p>Configuration of up to one (1) out-of-the-box recommender form</p> <ul style="list-style-type: none"> Configuration consists of the standard features and functionality, as follows: <ul style="list-style-type: none"> Up to five (5) custom fields using: standard, productized features and functionality with conditional logic limited to configurable options available in the TPC rule manager and Customer's standard branding (colors, fonts, one logo, and one image)

VI. Anthology Succeed Business Processes

Sequence Number	Process Name and Description	Scope of Work
1	Success Plans and To Dos , consisting of the following sub-processes: <ul style="list-style-type: none"> Assigning ad-hoc to do 	Configuration of one (1) success plan template with up to five (5) to-dos
2	Success Networks , consisting of the following sub-processes: <ul style="list-style-type: none"> Managing Staff Roles/Members 	Configuration of one (1) success network template
3	Advising Appointments , consisting of the following sub-processes:	Configuration of office hours and locations for up to two

Sequence Number	Process Name and Description	Scope of Work
	<ul style="list-style-type: none"> • Portal • Activity Management 	(2) users
4	Student Alert	Configuration of up to one (1) out-of-the-box anonymous student alert webform <ul style="list-style-type: none"> • Configuration consists of the standard features and functionality, as follows: <ul style="list-style-type: none"> ○ Up to five (5) custom fields using: standard, productized features and functionality with conditional logic limited to configurable options available in the TPC rule manager and Customer's standard branding (colors, fonts, one logo, and one image) ○ Configuration of one (1) out-of-the-box workflow to send a notification to a user or student when an action item needs attention or has been completed
5	Case Management , consisting of the following sub-processes: <ul style="list-style-type: none"> • Case Creation • Auto response emails • Case Relationships 	Configuration of one (1) mailbox and one (1) queue including one (1) case routing rule and one (1) automatic email response utilizing out-of-the-box notification workflow
6	Managing Communications , consisting of the following sub-processes: <ul style="list-style-type: none"> • The creation, management, tracking, and monitoring of ad hoc and automated, multi-faceted, communications, such as email and SMS, to targeted audiences as defined by the institution. 	Configuration of: <ul style="list-style-type: none"> • One (1) segment to support one (1) customer journey with up to ten (10) out-of-the-box tiles • One (1) out-of-the-box pre-built marketing email template with styling in accordance with Customer's branding standards
7	Campus Survey , consisting of the following sub-processes <ul style="list-style-type: none"> • Survey creation • Workflows • Auto-response emails 	Configuration of: <ul style="list-style-type: none"> • One (1) Campus Survey template with up to ten (10) questions for one course utilizing the productized OOTB Faculty Portal with standard customer branding leveraging existing workflows to send three (3) delivered email templates incorporating customer branding
8	System Configuration	Configuration of one (1) out-of-the-box Student Portal utilizing the productized Anthology Reach Student Portal template as per Customer's standard branding (colors, fonts, one logo, and one image)

Appendix B – Technical Services

I. Services Provided

Anthology will provide the following services (the “Services”). Customer will direct and prioritize which of the Services are delivered based on a maximum of thirteen thousand three hundred twenty (13,320) hours.

- a. **Anthology Solutions Technical Training, Consultation and Custom Development.** Anthology will perform, based on Customer prioritization and choice, the following services in conjunction with the Anthology Solutions, as follows:
- Data Extraction, Transformation, and Migration Services, as defined in Section 5B of this SOW.
 - Review custom report requirements complexity and level of effort to determine approximate development timeline.
 - Develop custom reports per Customer prioritization.
 - Review custom self-service web form requirements complexity and level of effort to determine approximate development timeline.
 - Develop, modify, or enhance custom or standard web forms per Customer prioritization.
 - Review workflow requirements complexity and level of effort to determine approximate development timeline.
 - Develop/configure new or modify existing workflow processes per Customer prioritization.
 - Review custom integration requirements complexity and level of effort to determine approximate development timeline. The final list of integrations will be identified during development of the overall project plan associated with the implementation of the Anthology Solutions. The preliminary list of integrations is set forth below:
 - CourseDog
 - Argos
 - Heartland/One Touch - ID Card system and Meal Plan System
 - Intellecheck
 - MAPS
 - Advocate
 - Accommodate
 - Nelnet
 - Moodle
 - AdAstra
 - Rave
 - National Student Clearinghouse
 - Accuplacer
 - Maxient
 - Bank Mobile
 - eCampus
 - Qualtrics
 - Follett
 - Dual Enroll

- Clockworks
- Xfer meta.app
- Develop, modify, or enhance integrations per Customer prioritization.
- Technical consultation on standard Anthology Solutions.
- Performance profiling on standard Anthology Solutions.
- Provide technical training for an audience of technical developers on how to:
 - Develop self-service web forms and workflows utilizing Forms Builder with Eventing and Workflow.
 - Develop utilizing Anthology Web Services and APIs.
 - Develop custom reports.
 - Access data through the data views and Open Data Protocol layer.

II. Staffing

Anthology shall maintain a Service Delivery resource along with other supporting personnel (the “Anthology Team”) to provide the Services as outlined in this Appendix B. Anthology will have the right to determine how to staff the Services, including the right to assign, remove, or replace Anthology personnel as needed. Should Customer advise Anthology as to any problems, concerns, or issues with any such Anthology personnel, Anthology shall use commercially reasonable efforts to address and correct such issues, including the removal or replacement of such personnel.

- Anthology will deliver the Services remotely.
- The Services provided are based on a maximum of thirteen thousand three hundred twenty (13,320) hours.
 - The Services are inclusive of up to one thousand (1,000) hours in conjunction with additional integrations that may be identified during the development of the overall project plan associated with the implementation of the Anthology Solutions.
 - Customer may add additional hours at a later date via a Change Order.

III. Assumptions

Anthology’s ability to deliver the Services depends upon Customer’s reasonable and timely cooperation, availability of skilled resources, as well as the accuracy and completeness of any information Customer provides. In the event of a failure of any of the foregoing, or if any assumptions herein change or are inaccurate, then the scope of services, duration and costs may change. In such instance, Anthology shall notify Customer in writing of such failure and the impact on Anthology’s ability to perform its obligations hereunder as promptly as practicable (and Anthology shall use commercially reasonable efforts to allow Customer up to five (5) business days to review the notice, subject to any additional delays or costs it may cause to the project). If Customer does not correct the issue identified by Anthology and Anthology must incur additional costs or delay performance as a result of such failure (after making reasonable efforts to mitigate such effects), Customer and Anthology will enter into a mutually acceptable Change Order following the Change Order process outlined within this SOW.

- Customer will assign qualified and engaged business and technical resources to work with Anthology as reasonably requested to perform services.
- Customer will authorize/provide secure remote access to Anthology Solutions and any other required Customer systems using Anthology’s approved methods of remote access. Anthology will be responsible for complying with Customer’s network access and security policies provided Customer provides such policies to Anthology prior to becoming applicable.
- Performance of the Services is conditioned upon Customer fulfilling the responsibilities and obligations as described in this SOW in all material respects.
- Any changes to the Services or scope set forth in this SOW will be documented in a mutually executed Change Order following the Change Order process set forth in this SOW.
- Anthology will comply will Customer policies and operating procedures, provided Customer has provided Anthology with written notice of all such policies and procedures.

- Notwithstanding anything herein to the contrary, Anthology shall not be obligated to perform any services that would cause it to be in conflict with any law, rule, or regulation. If Anthology believes that its performance of any services would cause such a conflict, Anthology will notify Customer promptly in writing of the issue giving rise to such conflict and will work in good faith with Customer to address such issue with the goal of resuming services as soon as reasonably practicable.
- Customer will prioritize the Services provided by Anthology based upon the maximum number of hours provided within this SOW. Any changes to the number of hours provided within this SOW will be documented in a mutually executed Change Order.
- Customer will designate a resource to serve as the primary point of contact for coordinating service requests and assisting with request prioritization.
- Customer will authorize appropriate system access for the team of Anthology Personnel to perform the Services, subject to the terms of the Agreement and this SOW.
- Customer acknowledges that changes in new releases to the Anthology Solutions may impact the functionality or operability of the custom solutions, and services provided within this SOW do not cover functionality or operability of the custom solutions that are impacted by the new release's changes.
- Customer can request that Anthology recertify the custom solutions against a new release of the Anthology Solutions/Licensed Program with a separate Change Order or a Professional Services Support Contract ("PSSC"). The recertification process confirms that the custom solutions continue to function as originally scoped and delivered.
- Pursuant to this SOW, the following list of third-party preliminary integrations are considered to be in scope:
 - CourseDog
 - Argos
 - Heartland/One Touch - ID Card system and Meal Plan System
 - Intellecheck
 - MAPS
 - Advocate
 - Accommodate
 - Nelnet
 - Moodle
 - AdAstra
 - Rave
 - National Student Clearinghouse
 - Accuplacer
 - Maxient
 - Bank Mobile
 - eCampus
 - Qualtrics
 - Follett
 - Dual Enroll
 - Clockworks
 - Xfer meta.app
 - The final list of integrations will be identified during development of the overall project plan associated with the implementation of the Anthology Solutions. A Change Order will be necessary should the final list of integrations exceed the estimated hours included within this SOW.

Appendix C – Anthology Engage

Anthology will provide services to Customer to support the implementation of Anthology Engage as set forth below.

SCOPE OF ANTHOLOGY SERVICES

The following actions (each an “Action” and collectively “Actions”) and deliverables (each a “Deliverable” and collectively “Deliverables”) will be rendered pursuant to this SOW for the implementation of Anthology Engage. Anthology and Customer’s respective responsibilities for each Deliverable is subject to the description of the related Action as set forth below:

Anthology’s Implementation Services provides configuration and launch support for Anthology Engage. Anthology will provide consultation services in a virtual setting; train-the-trainer consultation sessions are paired with content from on-demand video modules. These video modules should be used for Customer to gain familiarity with solution functionality and to understand configuration decisions and implications. Further, video module preparatory work allows the subsequent consultative conversations to be informed by knowledge of the feature(s) and to support configuration decision-making.

	Anthology Deliverables/Actions	Customer Deliverables
Successful Start Configuration Workbook Handoff from Sales	<p>Action – Review of Customer’s Completion of Successful Start Configuration Workbook</p> <p>Deliverable – Questions/Clarifications for Successful Start Configuration Workbook Template; Authentication Verification Worksheet to IT Team</p>	<p>Action – Customer Completes the Workbook</p> <p>Deliverable – Completed Workbook; Clarification from Customer on Questions on Workbook</p>
Kickoff Call	<p>Action – After review of Workbook, Anthology will schedule a kickoff call</p> <p>Deliverable – share agenda for meeting; PowerPoint from Kickoff Call</p>	<p>Action – Roles defined in Workbook should attend Kickoff call; Confirm with Customer PM final members of Customer team, IT’s readiness, and target dates for Product implementation</p> <p>Deliverable – IT Team Submit Authentication Worksheet</p>
SSO Setup	<p>Action – Technical Team collaborating with Customer for Single Sign-on (SSO)</p>	<p>Action – Customer provides IT resources to set up SSO</p> <p>Deliverable – Setup SSO</p>
Site Spin Up	<p>Action – Technical Team setting up site with Customer’s IT team; Enablement Team validates the Site Access</p> <p>Deliverable – Access to Site</p>	
Data Strategy Requirements	<p>Action – Data Strategy Team schedules call to review Data Requirements Guide with Customer</p> <p>Deliverable – Send Data Requirements Guide</p>	<p>Action – Review Data Requirements Guide for consultation session with Data Strategist</p>

	Anthology Deliverables/Actions	Customer Deliverables
Build Data Exchange	<p>Action – schedule calls with Data Strategist to support Customer completion of data file templates, testing, and validation process of files</p> <p>Deliverables – File Templates provided to Customer for Solutions</p>	<p>Action – Customer works with data strategist to retrieve data to build data files</p> <p>Deliverable – Customer builds, tests, and validates data exchange files</p>
Functional Consulting Series	<p>Action – schedule calls with Customer; review site architecture and overview of steps and best practices to complete site development</p> <p>Deliverable – Anthology provides list and access to training materials</p>	<p>Action – upon review with Anthology of the successful configuration workbook, Customer completes training materials and activities to configure the site</p> <p>Deliverable - Customer competes activities and come prepared with questions to the sessions</p>
Site Readiness and Launch	<p>Action - Anthology reviews site for launch (and, as needed, post-launch) readiness</p>	<p>Action - Customer executes internal communication plan and schedules end user training</p>
Adoption Services Transition	<p>Action – Anthology indicates Customer readiness for Adoption Services support</p>	<p>Action – Customer attends transition call with Adoption Services</p>

ASSUMPTIONS

- Pursuant to this SOW, the following features and functionality are considered to be in scope in conjunction with the Anthology Services:
 - Core, consisting of orgs, events, forms, cct
 - Co-Curricular Paths
 - Card Swipe
 - Organization Accounting
 - Campus Wide Elections
 - Service Management
 - Budget Management
 - Data Importing
 - API's
 - Paths
 - Event Check-In App (ECIA)
 - Up to four (4) Administrative Branches
- In addition to anything else not specified as being in scope pursuant to this SOW, for the avoidance of doubt, the following features and functionality are also considered to be out of scope. Customer will need to enter into a separate Statement of Work or Change Order with Anthology for the implementation of such features and functionality.
 - Give Pulse Connection
 - Room & Resource Integration
 - One Day Visit (including travel)

Appendix D – Anthology Milestone

Anthology will provide services to Customer to support the implementation of Anthology Milestone as set forth below.

SCOPE OF ANTHOLOGY SERVICES

The following actions (each an “Action” and collectively “Actions”) and deliverables (each a “Deliverable” and collectively “Deliverables”) will be rendered pursuant to this SOW for the implementation of Anthology Milestone. Anthology and Customer’s respective responsibilities for each Deliverable is subject to the description of the related Action as set forth below:

Anthology’s Implementation Services provides configuration and launch support for Anthology Milestone. Anthology will provide consultation services in a virtual setting; train-the-trainer consultation sessions are paired with content from on-demand video modules. These video modules should be used for Customer to gain familiarity with solution functionality and to understand configuration decisions and implications. Further, video module preparatory work allows the subsequent consultative conversations to be informed by knowledge of the feature(s) and to support configuration decision-making.

	Anthology Deliverables/Actions	Customer Deliverables
Successful Start Configuration Workbook Handoff from Sales	<p>Action – Review of Customer’s Completion of Successful Start Configuration Workbook</p> <p>Deliverable – Questions/Clarifications for Successful Start Configuration Workbook Template; Authentication Verification Worksheet to IT Team</p>	<p>Action – Customer Completes the Workbook</p> <p>Deliverable – Completed Workbook; Clarification from Customer on Questions on Workbook</p>
Kickoff Call	<p>Action – After review of Workbook, Anthology will schedule a kickoff call</p> <p>Deliverable – share agenda for meeting; PowerPoint from Kickoff Call</p>	<p>Action – Roles defined in Workbook should attend Kickoff call; Confirm with Customer PM final members of Customer team, IT’s readiness, and target dates for Product implementation</p> <p>Deliverable – IT Team Submit Authentication Worksheet</p>
SSO Setup	<p>Action – Technical Team collaborating with Customer for Single Sign-on (SSO)</p>	<p>Action – Customer provides IT resources to set up SSO</p> <p>Deliverable – Setup SSO</p>
Site Spin Up	<p>Action – Technical Team setting up site with Customer’s IT team; Enablement Team validates the Site Access</p> <p>Deliverable – Access to Site</p>	
Data Strategy Requirements	<p>Action – Data Strategy Team schedules call to review Data Requirements Guide with Customer</p> <p>Deliverable – Send Data Requirements Guide</p>	<p>Action – Review Data Requirements Guide for consultation session with Data Strategist</p>

	Anthology Deliverables/Actions	Customer Deliverables
Build Data Exchange	<p>Action – schedule calls with Data Strategist to support Customer completion of data file templates, testing, and validation process of files</p> <p>Deliverables – File Templates provided to Customer for Solutions</p>	<p>Action – Customer works with data strategist to retrieve data to build data files</p> <p>Deliverable – Customer builds, tests, and validates data exchange files</p>
Functional Consulting Series	<p>Action – schedule calls with Customer; review site architecture and overview of steps and best practices to complete site development</p> <p>Deliverable – Anthology provides list and access to training materials</p>	<p>Action – upon review with Anthology of the successful configuration workbook, Customer completes training materials and activities to configure the site</p> <p>Deliverable - Customer competes activities and come prepared with questions to the sessions</p>
Site Readiness and Launch	<p>Action - Anthology reviews site for launch (and, as needed, post-launch) readiness</p>	<p>Action - Customer executes internal communication plan and schedules end user training</p>
Adoption Services Transition	<p>Action – Anthology indicates Customer readiness for Adoption Services support</p>	<p>Action – Customer attends transition call with Adoption Services</p>





This Anthology Order Form ("Order Form") by and between **Anthology Inc.** ("Anthology") and **Navajo County Community College District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Anthology Master Agreement and Standard Addendum both attached hereto and executed between the parties and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Anthology to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Anthology Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute this Order Form on behalf of Customer or Anthology, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Period Number	Total*
1	\$360,625.00
2	\$389,956.00
3	\$389,956.00
4	\$397,756.00
5	\$405,711.00
6	\$413,825.00
7	\$422,101.00
8	\$430,543.00
9	\$439,154.00
10	\$447,937.00
Contract Total**	\$4,097,565.00

*Year 1 includes Deployment Fee.

**Taxes additional.

Period 1							
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees		
1	ANTH-STUDENT	Anthology Student	July 1, 2023 – June 30, 2024	\$231,227.00	\$19,268.95		
1	ANTH-REACH	Anthology Reach	July 1, 2023 – June 30, 2024				
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2023 – June 30, 2024				
1	ANTH-APPLY	Anthology Apply	July 1, 2023 – June 30, 2024				
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2023 – June 30, 2024				
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2023 – June 30, 2024				
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2023 – June 30, 2024				
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2023 – June 30, 2024				
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2023 – June 30, 2024				
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2023 – June 30, 2024				
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2023 – June 30, 2024				
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2023 – June 30, 2024			\$115,100.00	\$9,591.66
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2023 – June 30, 2024				
TOTAL:*						\$346,327.00	\$28,860.61

Period 2					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2024 – June 30, 2025	\$287,554.00	\$23,962.87
1	ANTH-REACH	Anthology Reach	July 1, 2024 – June 30, 2025		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2024 – June 30, 2025		
1	ANTH-APPLY	Anthology Apply	July 1, 2024 – June 30, 2025		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2024 – June 30, 2025		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2024 – June 30, 2025		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2024 – June 30, 2025		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2024 – June 30, 2025		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2024 – June 30, 2025		
1	ANTH ACAD - REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2024 – June 30, 2025		
1	ANTH ACAD - FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2024 – June 30, 2025		
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2024 – June 30, 2025	\$102,402.00	\$8,533.50
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2024 – June 30, 2025		
			TOTAL:*	\$389,956.00	\$32,496.37

Period 3					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2025 – June 30, 2026	\$287,554.00	\$23,962.87
1	ANTH-REACH	Anthology Reach	July 1, 2025 – June 30, 2026		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2025 – June 30, 2026		
1	ANTH-APPLY	Anthology Apply	July 1, 2025 – June 30, 2026		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2025 – June 30, 2026		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2025 – June 30, 2026		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2025 – June 30, 2026		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2025 – June 30, 2026		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2025 – June 30, 2026		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2025 – June 30, 2026		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2025 – June 30, 2026		
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2025 – June 30, 2026	\$102,402.00	\$8,533.50
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2025 – June 30, 2026		
			TOTAL:*	\$389,956.00	\$32,496.37

Period 4					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2026 – June 30, 2027	\$293,306.00	\$24,442.13
1	ANTH-REACH	Anthology Reach	July 1, 2026 – June 30, 2027		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2026 – June 30, 2027		
1	ANTH-APPLY	Anthology Apply	July 1, 2026 – June 30, 2027		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2026 – June 30, 2027		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2026 – June 30, 2027		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2026 – June 30, 2027		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2026 – June 30, 2027		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2026 – June 30, 2027		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2026 – June 30, 2027		
1	ANTH ACAD – FIN&HCM ENH PLS	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2026 – June 30, 2027	\$104,450.00	\$8,704.17
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2026 – June 30, 2027		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2026 – June 30, 2027		
TOTAL:*				\$397,756.00	\$33,146.30

Period 5					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2027 – June 30, 2028	\$299,172.00	\$24,930.97
1	ANTH-REACH	Anthology Reach	July 1, 2027 – June 30, 2028		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2027 – June 30, 2028		
1	ANTH-APPLY	Anthology Apply	July 1, 2027 – June 30, 2028		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2027 – June 30, 2028		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2027 – June 30, 2028		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2027 – June 30, 2028		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2027 – June 30, 2028		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2027 – June 30, 2028		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2027 – June 30, 2028		
1	ANTH ACAD – FIN&HCM ENH PLS	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2027 – June 30, 2028		
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2027 – June 30, 2028		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2027 – June 30, 2028		
TOTAL:*				\$405,711.00	\$33,809.22

Period 6					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2028 – June 30, 2029	\$305,155.00	\$25,429.59
1	ANTH-REACH	Anthology Reach	July 1, 2028 – June 30, 2029		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2028 – June 30, 2029		
1	ANTH-APPLY	Anthology Apply	July 1, 2028 – June 30, 2029		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2028 – June 30, 2029		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2028 – June 30, 2029		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2028 – June 30, 2029		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2028 – June 30, 2029		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2028 – June 30, 2029		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2028 – June 30, 2029		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2028 – June 30, 2029	\$108,670.00	\$9,055.82
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2028 – June 30, 2029		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2028 – June 30, 2029		
TOTAL:*				\$413,825.00	\$34,485.41

Period 7					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2029 – June 30, 2030	\$311,258.00	\$25,938.18
1	ANTH-REACH	Anthology Reach	July 1, 2029 – June 30, 2030		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2029 – June 30, 2030		
1	ANTH-APPLY	Anthology Apply	July 1, 2029 – June 30, 2030		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2029 – June 30, 2030		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2029 – June 30, 2030		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2029 – June 30, 2030		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2029 – June 30, 2030		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2029 – June 30, 2030		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2029 – June 30, 2030		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2029 – June 30, 2030		
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2029 – June 30, 2030		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2029 – June 30, 2030		
TOTAL:*				\$422,101.00	\$35,175.12

Period 8					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2030 – June 30, 2031	\$317,483.00	\$26,456.95
1	ANTH-REACH	Anthology Reach	July 1, 2030 – June 30, 2031		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2030 – June 30, 2031		
1	ANTH-APPLY	Anthology Apply	July 1, 2030 – June 30, 2031		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2030 – June 30, 2031		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2030 – June 30, 2031		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2030 – June 30, 2031		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2030 – June 30, 2031		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2030 – June 30, 2031		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2030 – June 30, 2031		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2030 – June 30, 2031	\$113,060.00	\$9,421.67
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2030 – June 30, 2031		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2030 – June 30, 2031		
TOTAL:*				\$430,543.00	\$35,878.62

Period 9					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2031 – June 30, 2032	\$323,833.00	\$26,986.08
1	ANTH-REACH	Anthology Reach	July 1, 2031 – June 30, 2032		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2031 – June 30, 2032		
1	ANTH-APPLY	Anthology Apply	July 1, 2031 – June 30, 2032		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2031 – June 30, 2032		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2031 – June 30, 2032		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2031 – June 30, 2032		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2031 – June 30, 2032		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2031 – June 30, 2032		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2031 – June 30, 2032		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2031 – June 30, 2032	\$115,321.00	\$9,610.11
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2031 – June 30, 2032		
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2031 – June 30, 2032		
TOTAL:*				\$439,154.00	\$36,596.19

Period 10					
Qty	Product Code	Product Name	Dates	Net Total (USD) Annual Fees	Net Total (USD) Monthly Fees
1	ANTH-STUDENT	Anthology Student	July 1, 2032 – June 30, 2033	\$330,310.00	\$27,525.81
1	ANTH-REACH	Anthology Reach	July 1, 2032 – June 30, 2033		
1	ANTH-SUCCEED	Anthology Succeed	July 1, 2032 – June 30, 2033		
1	ANTH-APPLY	Anthology Apply	July 1, 2032 – June 30, 2033		
1	ANTH-OCC-INSGHT-SW	Anthology Occupation Insight	July 1, 2032 – June 30, 2033		
1	ANTH-STUDENT-VER	Anthology Student Verification	July 1, 2032 – June 30, 2033		
1	ANTH-ENG-INSTIT-P	Anthology Engage – Institutional Level	July 1, 2032 – June 30, 2033		
1	ANTH-MILESTONE	Anthology Milestone	July 1, 2032 – June 30, 2033		
1	ANTH-AC-STUDENT-ENH	Anthology Academy - Anthology Student, Enhanced Level	July 1, 2032 – June 30, 2033		
1	ANTH ACAD – REACH ENH	Anthology Academy - Anthology Reach, Enhanced Level	July 1, 2032 – June 30, 2033		
1	ANTH ACAD – FIN & HCM ENH	Anthology Academy - Anthology Finance & HCM, Enhanced Level	July 1, 2032 – June 30, 2033		
1	ANTH-FIN-HCM	Anthology Finance & HCM	July 1, 2032 – June 30, 2033	\$117,628.00	\$9,802.31
1	ANTH-PAYROLL	Anthology Payroll	July 1, 2032 – June 30, 2033		
TOTAL:*				\$447,937.00	\$37,328.12

*Taxes additional.

B. Terms

- The initial term shall include all Periods included in the Software & Services Product and Pricing Summary above (the "Initial Term").
- Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Anthology, or Anthology provides Customer, with a written notice to the contrary sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: July 1, 2023

C. Payment Terms

- Anthology shall invoice the fees set forth in Section A on a monthly basis. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- In addition to the Anthology Master Agreement referenced above and the terms of this Order Form, Exhibit A-1 attached hereto shall also govern Customer's use of the Enterprise, Admissions, and Engagement Software ("EAE Software") set forth in the Product and Pricing Summary and identifies any one-time deployment fees payable to Anthology. The fees set forth in Section A of this Order Form are inclusive of the fees for the EAE Software set forth in Exhibit A-1. The EAE Software shall include, as applicable: Anthology Student, Anthology Student International, Anthology Occupation Insight, Anthology Finance & HCM, Anthology Payroll, Anthology Student Verification, Anthology Reach, Anthology Succeed, Anthology Apply, and Anthology Raise.
- Customer is hereby authorized to use the Anthology SaaS for the following Campus Effectiveness Software:

Anthology Engage – Institutional Level	included
Anthology Milestone	<u>1,421</u> Users

Customer: **Navajo County Community College District**
Signature:

Name:
Title:
Date:

Anthology Inc.
Signature:

Name: Michael Pohorylo
Title: Deputy General Counsel
Date:



Exhibit A-1 EAE Software

A. SAAS TIER

Customer is subscribed to the Premium SaaS Tier on the cloud 2.0 platform.

B. ANTHOLOGY SOFTWARE, SCOPE, AND FEES

Anthology® Software	Record Count and Users
Anthology Student™	_1,421_ FTEs
Anthology Occupation Insight™	_1,421_ FTEs
Anthology Finance & HCM™ Anthology Payroll	_40_ Enterprise Users _0_ Activity Users _466_ Finance Light Users _0_ Student Worker Users _506_ Payroll Users
Anthology Raise	_0_ Full Users _0_ Alumni
Anthology Software	Scope
Student Verification	included
Anthology Software	Users and Scope
Anthology Reach™	_20_ Engagement Users _40_ Anthology Reach Production Light Users _0_ Anthology Reach Non- production Light Users 5 named template designers
Anthology Succeed™	Up to _20,000_ Headcount
Anthology Apply™	_5,000_ Applications/year
Additional Services <i>(email and storage for the services below are for reasonable use, as determined by Anthology)</i>	Users and Scope
SMS – US	Up to _100,000_ messages/month _20_ long codes _0_ short codes
SMS – International	Up to _0_ messages/month
Chat	_20_ Users ¹
Anthology Digital Assistant™	_0_ FTEs _0_ Digital Assistant Chat Licenses ²

¹A Chat User or Anthology Raise User must also be an Engagement User.

²Anthology Digital Assistant requires Anthology Reach and Chat. One Anthology Reach Chat User is required for every 5 Anthology Digital Assistant concurrent chat sessions.

One-Time Deployment Fees	
	\$14,298.00
TOTAL	\$14,298.00

Monthly Fees	
Included in the Product and Pricing Summary set forth in the Order Form.	

*Taxes additional.

Special Pricing: The above special pricing is contingent upon timely payments and no default under this Order Form.

Offer Expiration: The pricing and terms in this Order Form shall expire if not executed by Customer by June 30, 2023.

C. PAYMENT

Payment: Full payment of the non-refundable Deployment Fees are due and payable with an executed copy of this Order Form. Monthly Fees are payable monthly beginning July 1, 2023. Anthology will bill Customer for the SaaS Services and Customer shall pay Anthology in full on or before the thirtieth (30) day following the date of the invoice. If Customer falls into arrears on payments, Anthology may require Customer to maintain a deposit as a condition to Anthology continuing to provide the Anthology SaaS.

Billing Contact: Maderia Ellison

Billing Email: Mederia.ellison@npc.edu

Address: 2251 E. Navajo Blvd.
Holbrook, AZ 86025
(928) 524-7311

Is customer tax exempt?: Yes No

D. MAXIMUM NUMBER OF CAMPUSES for Anthology Student: 4

Campus names and addresses:

Institution	Address	Unit ID / IPEDS ID	OPEID
Holbrook	2251 E. Navajo Blvd. Holbrook, AZ 86025	105349	01186200
Show Low	1001 W. Deuce of Clubs Show Low, AZ 85901	105349	01186204
Snowflake	1611 S. Main St. Snowflake, AZ 85937	105349	01186203
Winslow	1400 E. Third St. Winslow, AZ 86047	105349	01186201

E. ENVIRONMENTS

The Premium SaaS Tier includes access to one (1) Production Environment and access to one (1) Non-production Environments.

Customer shall receive access to 0 additional Non-production Environments.

If required, Customer will receive a data validation environment at no charge through the period ending thirty (30) days after the Go-Live date. At the end of such period the data validation environment will be automatically terminated by Anthology.

F. ANTHOLOGY ACADEMY

Customer will receive a subscription to Anthology Academy, Enhanced Level, for Anthology Student, Anthology Reach, and Anthology Finance & HCM.



Anthology Master Agreement for All Products and Services

The terms contained herein (the "**Master Agreement**") and any accompanying Anthology ordering document (an "**Order Form**"), or the acceptance by Anthology of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement ("**Agreement**") between **Navajo County Community College District** (hereafter, "**Customer**" or "**you**") and the Anthology entity listed in any Order Form (hereafter, "**we**", "**us**" or "**Anthology**"), with respect to the products and/or services listed in any Order Form ("**Products and Services**").¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

This Agreement governs: (a) your rights to access and use software licensed on a term or perpetual basis ("**Software**"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("**SaaS Services**"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive other than Student Support Services ("**Support**"); (d) any professional services ("**Professional Services**"); (e) any managed hosting services, cloud hosting services or other hosting services ("**Hosting Services**"); (f) any hardware and/or firmware ("**Equipment**"); and (g) any student support services ("**Student Support Services**").

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Anthology to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. With respect to Software, for the Term, or where a license is specified as "perpetual", on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A "**Designated Configuration**" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 Evaluation License. If Customer is provided an Evaluation License, Anthology grants you a limited, non-exclusive, non-transferable non-sublicensable license to install and use one (1) Evaluation copy of the Software, SaaS Services or Hosting Services, as applicable, ("**Evaluation License**") subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

2.4 API License. If you are purchasing an application programming interface ("**API**") license, other than a Learn API as defined below, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form. The API(s) are provided in the form of a web service that enables a "connection" into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.5 Authorized Users. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those individuals defined in the Terms Applicable to Specific Products and Services, below ("**Authorized Users**").

2.6 License Restrictions. You may not use the Software, Hosting Services, or SaaS Services beyond the usage, storage or other applicable limitations set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software, Hosting Services, or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services, Hosting Services, or Software except as expressly permitted by applicable law, rule or regulation ("**Law**"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services, Hosting Services, or Software; (iv) use the SaaS Services, Hosting Services, or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services, Hosting Services, or Software; or (vi) use the SaaS Services, Hosting Services, or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services, Hosting Services, or Software are hosted (including where such use interferes with any other customer's use thereof).

2.7 Delivery. Delivery shall be deemed complete when Anthology notifies you that you have the ability to access the Software, Hosting Services, or SaaS Services.

3. SUPPORT, SERVICE LEVEL AGREEMENTS, AND OVERAGES

If you license or are otherwise eligible to receive Support, or are eligible for service level agreements, or you exceed contract limits, such Support (or service level or overage rate, as applicable) will be provided as described in the Anthology Customer Support Services Guide ("**Services Guide**"), service level agreement, overages and/or specifications document located at <https://blackboard.secure.force.com/publicbarticleview?id=kA570000000PB00> and <https://www.anthology.com/agreements/anthology-client-support-services-guides> for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and, your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue, change, or deprecate the Products and Services or change or remove features or functionality of the Products and Services from time to time for any reason, but in such even we will notify you and, as Customer's sole and exclusive remedy, Anthology shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. Subject to our commitments in the DPA referenced in Section 5 below, we may, in our sole discretion (i) reengineer our

¹ If you have previously purchased products and/or services with Anthology, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

network components or infrastructure and/or change locations where Products and Services are performed; (ii) perform our obligations through our subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the Products and Services.

4. PROPRIETARY RIGHTS

4.1. Customer Property. Customer Property is and shall remain your sole and exclusive property. **"Customer Property"** means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2. Anthology Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

4.3. Anthology Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as inciting violence, libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Anthology liability or reputational harm to Anthology, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials and social media unless and until you provide us a written request to discontinue such use.

4.7. DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Anthology Inc., 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190, Email: GeneralCounsel@anthology.com, +1-202-303-9575.

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum ("DPA") available at <https://www.anthology.com/agreements/dpa>. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect Customer Property, including Personal Information. The security measures applied to Customer Property are described in Annex B of the DPA.

7. PROFESSIONAL SERVICES

7.1. If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased, unless otherwise stated in a statement of work or other agreement between the parties. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

7.2. Policies. While on Customer's premises, our employees and subcontractors will comply with all reasonable security, conduct, and safety practices prescribed by Customer and applicable to Customer's own personnel to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Anthology, its employees or subcontractors.

7.3. Professional Services related to the EAE Software shall be governed by Section 16 below.

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days' advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2. Excess Use Fees. Your use of the Products and Services is restricted to the use limitations set forth in the applicable Order Form or in the applicable support terms of the Agreement, and as further defined under each of the respective product terms below. Use in excess of these limitations is subject to additional fees and may be invoiced monthly by Anthology. Any failure by Anthology to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees. You agree to timely pay any invoice issued for overages pursuant to this Agreement.

8.3. Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4. Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5. Purchase Orders. You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. Anthology reserves the right to invoice for the value of the annual fees for any subsequent renewal period, even in the absence of an issued purchase order, where use of the Products and Services continue beyond the then-contracted term.

8.6. Out-of-Pocket Costs. Prices quoted for Products and Services do not include travel and out-of-pocket expenses. To the extent applicable, you shall reimburse us for our reasonable expenses, including, without limitation, costs of travel (air and cab fare, lodging, auto rental or local mileage, standard per diem, etc., based on M&I standard U.S. Government per diem rates, and subject to any other guidelines mutually agreed upon by both parties) and reasonable out-of-pocket costs for photocopying, overnight courier, long-distance telephone and the like (collectively, "Travel and Expenses"). We will maintain records of Travel and Expenses, and upon Customer's reasonable request, we will provide copies of hotel and airfare records.

9. TERM AND TERMINATION.

9.1. Term. The term ("Term") is defined in the applicable Order Form referencing the Agreement.

9.2. Termination for Breach. If either party materially breaches any obligation under the Agreement or a statement of work, the non-breaching party may terminate the Agreement or statement of work, whichever is applicable, in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, except for termination rights in this section and Section 9.3, the parties have no other right of early termination.

9.3. Anthology Termination. Anthology may terminate this Agreement immediately upon notice to Customer: (A) if Anthology's relationship with a third party who provides software or other technology Anthology uses to provide the Products and Services expires, terminates or requires Anthology to change the way it provides the software or other technology as part of the Products and Services; (B) if it is Anthology's good faith belief that providing the Products and Services could create a substantial economic or technical burden or material security risk for Anthology; (C) in order to comply with the law or requests from governmental entities; (D) if Anthology determines that the use of the Products and Services has become impractical or unfeasible for any legal or regulatory reason; or (E) if you materially breach the provisions of the license usage restrictions in the Agreement.

9.4. Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Anthology's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.5. Reserved Rights. Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services (a) becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected; (b) poses a security risk; (c) may subject Anthology or any third party to liability; or (d) is in violation of applicable law, court order, or administrative order. Anthology may also suspend Customer's right to access or use any portion of, or all of the Products and Services immediately upon notice to Customer if Customer is in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days. In the event that Anthology suspends Customer's access to the Products and Services pursuant to this section 9.5 for reasons that do not arise out of the acts or omissions of Customer, Customer shall be entitled to a pro rata refund of fees paid for the Products and Services during the period of suspension.

9.6. Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 16.4, 20.3, 21.7, 23.2, and 24.5 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1. By Anthology. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly

notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **"Software Error"** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us, if any ("**Documentation**"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2. Australian Consumer Law. To the extent you are located in Australia: The supply of the Products or Services under this Agreement may be subject to the Australian Consumer Law, Schedule 2 of the Australian Competition and Consumer Act 2010 (Cth) ("**Australian Consumer Law**"). Where this is the case, the following statement applies in respect of any failure to comply with the consumer guarantees under the Australian Consumer Law: Our Products and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Where the Australian Consumer Laws apply, you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage, subject to the limitation of liability below. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form. Customer further warrants that that neither it, nor any of its officers, directors, employees, or shareholders have been designated as an Entity That is Subject to Economic Sanctions, and that no Product or Services supplied by Anthology will be supplied to or otherwise benefit an Entity That is Subject to Economic Sanctions. The term "**Entity That is Subject to Economic Sanctions**" includes, but is not limited to, an entity that has been designated as a Specially Designated National by the United States Department of the Treasury, Office of Foreign Assets Control, a party designated for sanctions by any other Department or Agency of the Government of the United States, and a party designated by the United States National Security Council. The provision of any Products or Services to an Entity That is Subject to Economic Sanctions or the designation of Customer, or any of its officers, directors, employees, or shareholders as an Entity That is Subject to Economic Sanctions, or the U.S. designation of the region in which Customer is located as an embargoed country or region (including as a "**Covered Region**" pursuant to Executive Order 14065), shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to this Agreement.

10.4. Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.9, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.9, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE. For avoidance of doubt, the limitations set forth in Section 11.1 above and this Section 11.2 apply to sections 5 and 12.3.1 of the Standard Addendum attached hereto.

11.3. Essential Basis. The parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

11.4. Australia Consumer Law. To the extent you are located in Australia: THE LIMITATIONS AND EXCLUSIONS IN SECTION 12 APPLY ONLY TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONSUMER GUARANTEE, RIGHT OR REMEDY CONFERRED ON A PARTY BY THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED BY AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR LIABILITY FOR ANY BREACH OF A NON-EXCLUDABLE GUARANTEE REFERRED TO ABOVE IS LIMITED, AT THE OUR OPTION, TO: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (2) THE REPAIR OF THE GOODS; (3) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; OR (II) IN THE CASE OF SERVICES: (1) THE SUPPLYING OF THE APPLICABLE SERVICES AGAIN; OR (2) THE PAYMENT OF THE COST OF HAVING THE APPLICABLE SERVICES PERFORMED AGAIN.

12. INDEMNITIES.

12.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "Customer Indemnitee") resulting from our gross negligence or willful misconduct, or alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2. Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c).

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "Anthology Indemnitee") resulting from (a) any use of the Products and Services beyond the scope of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Anthology Indemnitee. Anthology shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) - (d) above.

12.4. Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1. Confidential Information. "Confidential Information" means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party's business, operations, vendors or customers, and all Anthology Property and all Customer Property.

13.2. Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party's possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party's rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1. Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2. Conflict Resolution. If there is any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") unless otherwise required by A.R.S. § 12-1501 et. seq. All arbitration proceedings will be conducted pursuant to the ICC rules, unless otherwise required by A.R.S. § 12-1501 et. Seq., and in the English language. The cost of the arbitration will be borne equally by the parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The applicable governing Law shall be the State of Arizona and place of the arbitration shall be a location in the State of Arizona mutually agreed to by the Parties.

14.3. Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Anthology and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4. Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger or consolidation of either party, or any entity that purchases a majority of the voting securities of either party, or all or

substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Anthology Inc., Attn: General Counsel, 11720 Plaza America Dr., 11th Floor, Reston, Virginia 20190 or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@anthology.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt. **Due to ongoing disruptions of the COVID-19 Pandemic, Anthology reserves the right to provide email Notice, with electronic delivery confirmation, to the current principal Customer contact. Actual receipt constitutes effective Notice as of the time of receipt.**

14.6. Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7. Force Majeure. Notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control ("Force Majeure Event"), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories or inability to obtain any export or import license or other authorization of any government authority. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

14.8. Relationship. Anthology and Customer are independent contracting parties. The Agreement shall not constitute the parties as principal and agent, partners, joint venturers, or employer and employee.

14.9. Non-Disparagement. You agree not to make any public statements about Anthology in a manner that could reasonably be perceived as negative, derogatory or detrimental to the brands, name, reputation or trademarks of Anthology or any Products and Services.

14.10. Promotional Materials. Anthology may use Customer's name on social media platforms and in marketing materials, press releases, and presentations to reference Customer's selection of Anthology and the Products and Services, the existence of an agreement with Anthology (without referencing detailed terms or pricing) and, when it occurs, Customer's Go-Live on the Products and Services.

14.11. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

14.12. Non-Solicitation. For any services rendered under this Agreement and for a period of one (1) year thereafter, you shall not directly or indirectly, hire or solicit, nor permit any of your affiliates to hire or solicit, the services of anyone who is an employee or contractor of Anthology or its affiliates or was an employee or contractor of Anthology or its affiliates in the six (6) months prior to any solicitation or hiring, without our prior written consent. In the event of a violation of this provision, we may seek preliminary and permanent injunctive relief, without posting bond. In our sole discretion, we may choose to require you to pay liquidated damages equal to 100% of the hired or solicited person's annual compensation. Upon the non-breaching Party's receipt of such payment, any related injunction shall be dissolved and the parties shall have no further obligations under this Section 14.12 for such breach. Customer shall notify its contractors regarding the prohibitions set forth in this section 14.12. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to the our personnel.

14.13. State of Arizona Required Clauses.

14.13.1. Anthology certifies that it does not currently use and agrees for the duration of this Agreement to not use, any forced labor, or goods and services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, or any contractors, subcontractors, or suppliers that use such forced labor, or goods or services produced by such forced labor.

14.13.2. Anthology warrants compliance with A.R.S. § 35-393.01 and is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods and services from Israel as that term is defined within A.R.S. § 35-393.01.

14.13.3. Customer may cancel this Agreement without further penalty or obligation as permitted by A.R.S. § 38-511.

14.14. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, or Services Guide, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. If a conflict arises between the terms of this Master Agreement and the provisions of a statement of work or Change Order, the Change Order and statement of work, as applicable, shall govern. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

15. BLACKBOARD LEARN™

15.1. Grant of License and Test Copies for Self-Hosted Software. Subject to your obligations under the Agreement, Anthology grants you a non-exclusive, non-transferable, non-sublicensable license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent. The Software may access, use or integrate Java Software. Such Java Software is licensed to you under the terms of Oracle's Standard Binary Code License Agreement currently found at: <http://www.oracle.com/technetwork/java/javase/terms/license/index.html>.

15.2. Test Copies of Software or SaaS Services. Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

15.3. Grant of Learn API License. We grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access our public Learn-related API's ("Learn API"). The Learn API(s) are provided in the form of one of the following: a Building Block API, a REST API or a web service, that enables a "connection" into our servers. We will provide you with the information necessary to enable your use of the Learn API(s). You may not use or install the Learn API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the Learn API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our Services.

15.4. Use Limitations. Your usage is limited by the number of Unique Users, FTE, Bandwidth and Storage set forth in the Order Form or the support terms of the Agreement. A "Unique User" (which shall also include Authorized User and User and Active User) means any individual user of the platform, including but not limited to, students, teachers, parents of students, or employees of yours (including invited non-commercial third-parties thereof) authorized to use the platform per the terms of this Agreement. Unique Users shall also include non-traditional users, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses (collectively, "Non Traditional Users"), provided, however, that Unique Users shall not include any third party commercial providers without our prior written approval. Your usage in terms of Unique Users is determined by counting each initial log-in by an individual user of the platform during each Measurement Period. An individual user of the platform will only be counted once during each Measurement Period, unless the individual user has multiple accounts, in which case the individual user will count as one Unique User per account logged into during the applicable Measurement Period. There shall be four (4) Measurement Periods during each annual contract period set forth in the Order Form. The first three Measurement Periods shall each equal 90 days. The fourth Measurement Period shall equal 95 days or 96 days if there are 366 days in an annual contract period. The number of Unique Users will be averaged over the four Measurement Periods to determine your Unique Users for the annual contract period. In the event your Unique Users for the annual contract period exceeds the amount set forth in your Order Form, we may invoice you for each additional Unique User over the amount set forth in your Order Form. "FTE" means the number of full-time students plus half of the part-time students enrolled at your institution. "Full time students" shall also include Non Traditional Users provided, however, that Full time students shall not include any third party commercial providers without our prior written approval. In no event shall the number of Non-Traditional Users exceed ten percent (10%) of the number of total FTEs specified in the Order Form. "Storage" means the average of the highest amount of storage utilization during each month of the respective annual contract period of a client's uploaded and hosted files, including but not limited to content files, media files and recordings, typically measured in gigabytes (GB) or terabytes (TB). Storage is only sold in whole TB allotments. Additional Unique Users, FTE, or Storage used in excess of the limitations set forth in the Order Form or support terms of the Agreement is subject to additional fees and purchase. Unique Users, FTE, or Storage below the limitations set forth in the Order Form or support terms of the Agreement, if any, are not eligible for rollover or carryover to subsequent Terms, or refund. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fee. You agree to pay any invoice issued pursuant to this section for overages.

15.5. Government and Corporate Customers. Notwithstanding anything to the contrary in section 15.4, if you are a corporate or governmental entity, a Unique User (or Authorized User or User or Active User) shall include any individual who is your employee or an individual enrolled in a course provided by you or your corporate affiliate, as applicable. Your usage in terms of Unique Users is determined by counting the number of Unique Users accessing the Products and Services during an annual period of your Order Form.

15.6. Your Operations. For clarity, if your primary operations involve in-classroom instruction in a physical location, the SaaS Services or Hosting Services you purchase pursuant to your Order Form will be designed to augment in-classroom instruction in a physical location. If, on the other hand, your primary operations involve virtual instruction via the Internet, the SaaS Services or Hosting Services you purchase will be designed to support those fully virtual operations rather than in-classroom instruction in a physical place. If, during the Term, your primary mode of operations changes from in-classroom instruction in a physical location to fully virtual instruction via the Internet, or vice-versa, you must notify Anthology immediately as your license will not support such a transition in operations, and you will need to purchase the SaaS Services or Hosting Services applicable to your new operations.

16. ANTHOLOGY ENTERPRISE, ADMISSIONS, AND ENGAGEMENT

16.1 EAE Software. This section shall apply to the following Products and Services known as the Anthology Enterprise, Admissions, and Engagement Software ("EAE Software"): Anthology Student, Anthology Student International, Anthology Occupation Insight, Anthology Finance & HCM, Anthology Payroll, Anthology Student Verification, Anthology Reach, Anthology Succeed, Anthology Apply, and Anthology Raise.

16.2 Scope of Services. The Anthology SaaS Tiers located at <https://www.anthology.com/agreements/anthology-client-support-services-guides> specify the applicable services that are available as part of the Products and Services, subject to specific Products and Services and the SaaS Tier subscribed to by Customer.

16.3 Ancillary Programs. You are hereby granted rights to use the applicable third party software delivered with the Products and Services and any related documentation ("**Ancillary Programs**"), subject to all other limitations and conditions herein. To the extent available, we will pass through all warranties and remedies provided by such third party software provider. We reserve the right to replace Ancillary Programs with substantially similar products, at our expense. All license restrictions, Customer restrictions on uses, termination rights, Customer security, data privacy and applicable law compliance obligations, intellectual property protections, disclaimers and limitations herein shall apply to the Ancillary Programs. This Agreement does not grant any rights to copy, modify, or distribute the Ancillary Programs. Pursuant to the terms of our agreements with certain third party providers, the terms set forth at www.anthology.com/policy-docs/ancillary-programs are incorporated into and made a part of this Agreement, as applicable.

16.4 Third Party Products. The Products and Services require components of Third Party Products which may include Microsoft products. You represent and warrant that all of your computers and other devices accessing the Products and Services have and will maintain current licenses of all Third Party Products in compliance with their applicable licensing requirements. We are not responsible for the operation or suitability of any Third Party Product. You agree that any technical support related to any Third Party Product, but not directly related to the Products and Services, are not our responsibility. We may periodically revise the list of Third Party Products and recommend newer versions of a Third Party Product. You must have the current version of the Third Party Products as listed on the list of Third Party Products. You agree to hold harmless, indemnify, and defend, Anthology, its officers, directors, employees, contractors, affiliates, and sub-contractors from any license enforcement action(s), infringement suit(s), tort(s), demand(s), or judgment(s), including, without limitation, attorneys' fees, expenses and all damages, resulting from your failure to maintain required software licenses for the Third Party Products or use of unlicensed software with the Products and Services. "**Third Party Products**" as used herein means any software application used by you that is not licensed by us to you as part of the Products and Services that you must have and must license in order to use the Products and Services. A list of Third Party Products can be found at www.anthology.com/policy-docs/third-party-products and also includes Azure Active Directory, which may be updated by us from time to time. Additional Third Party Products may be applicable to Anthology Student Verification.

16.5 Dynamics. Each of Anthology Finance & HCM; Anthology Payroll; Anthology Raise; and Anthology Reach are combined solutions developed in conjunction with Microsoft Corporation ("**Microsoft**") and includes the resale by Anthology of Microsoft Dynamics 365 ("**Dynamics**"). Your subscription for Anthology Raise includes Dynamics and we are reselling Dynamics to you. You agree that your use of Dynamics is subject to the terms provided by Microsoft in the link which may be found at <https://www.microsoft.com/licensing/docs/customeragreement> ("**Microsoft Agreement**"). If you have purchased Anthology Finance & HCM; Anthology Payroll; Anthology Raise, and/or Anthology Reach, you hereby ratify the Microsoft Agreement and agree and acknowledge that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and you that may be enforced by Microsoft. You must remain in compliance with the Microsoft Agreement during the term of this Agreement. For the avoidance of doubt, the Microsoft Agreement governs the relationship between you and Microsoft. You acknowledge that we will be the primary administrator for Anthology Finance & HCM; Anthology Payroll; and/or Anthology Reach, as applicable. Notwithstanding anything to the contrary contained in the General Terms, to the extent Microsoft increases its pricing for Dynamics, Anthology may pass on such increase to Customer. You acknowledge and agree that your use of Dynamics is subject to certain entitlements and limitations, as set by Microsoft. These limitations and entitlements include, but are not limited to, a certain allocation of storage and users. If you exceed your respective limitations and/or entitlements and Microsoft charges us for your overages, you shall reimburse us for such charges. You agree to pay any invoice issued pursuant to the preceding sentence. You further agree to monitor your use of Dynamics regarding your entitlements and limitations through Microsoft. In the event you need additional entitlements, you agree to notify Anthology so that additional entitlements may be purchased. If you do not purchase additional entitlements once you have approached or exceeded your then-current limitations and/or entitlements, you acknowledge that you may not be able to access all features and functionality of the Products and Services and Anthology shall not be in breach of this Agreement.

16.6 Administration of Dynamics. The parties agree and acknowledge that your subscription of Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, will require Customer to deploy Dynamics in the Customer Tenant. In order for us to effect such deployment and provide access to you to Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, the following must occur: (i) we shall email your representative at the email address provided by you, a link that establishes us as a reseller of Dynamics into the Customer Tenant and, you must accept such link within five (5) business days of the date it is received; (ii) within five (5) business days of the date we are established as a reseller for you as described above, you must create an account in the Customer Tenant for us to administer Dynamics that grants our user a Dynamics 365 Administrator role ("**Administrative User**") and you must maintain us as an Administrative User in an active status at all times during the Term; (iii) you must allow and continue our access as an Administrative User for the Term; provided, that in the event we do not have such access at any time during the Term, notwithstanding anything to the contrary contained in the Agreement, we shall not be responsible for your inability to access Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise, and we shall have no liability to you (including without limitation for any Service Credits) and you agree to hold us harmless for any interruption of Anthology Finance & HCM; Anthology Payroll; Anthology Reach; and/or Anthology Raise arising from our inability to access the Customer Tenant; (iv) you acknowledge that we will continuously maintain the latest version of the Products and Services in the Customer Tenant and agree to permit us to deploy such updates, Upgrades and patches in the Customer Tenant at any time, including with minimal or no advance notice to you. We will make reasonable efforts to inform you ahead of time of any planned updates, Upgrades or patches; (v) you must maintain the Customer Tenant during the Term; and (vi) you must also designate a Global Administrator of the Customer Tenant to work with us and provide such contact information in writing to us promptly following such designation, or any change in such designation. You agree and acknowledge that notwithstanding the deployment of Dynamics in the Customer Tenant, you may only increase users specified in this Agreement in accordance with the Agreement and pursuant to an Addendum signed by the parties, and you may not increase users specified in the Agreement by procuring Dynamics licenses from any entity other than us. As used herein, "**Customer Tenant**" shall mean your Microsoft Azure Active Directory tenant.

16.7 Minimum Scope. At all times during the Term, you shall be obligated to pay for not less than the Record Count, Authorized Users and scope listed in the Order Form. We will bill you, and you shall promptly pay, for any additional Record Count, Authorized Users and scope. No adjustment in fees shall be made for any decrease in number of Record Count, Authorized Users, or scope. For purposes of this Agreement, your Record Count shall be calculated in accordance with the following: "Full Time Equivalent" or "FTE" defined as the total count of full time equivalent students enrolled with you as defined in your catalogue, which shall be calculated by adding (a) each student who has met or exceeded registration for the number of credits defined as full-time in your catalogue plus (b) the result of dividing (i) the total aggregate credits registered with you for any students with less than the defined number of credits for a full-time student by (ii) the number of credits constituting a full-time student, as defined in your catalogue. As used in this Section 26, "**Authorized User**" or "**User**" means the individuals concurrently logged in or the named users, as applicable, with

User IDs who are employed or contracted by you and authorized to access and use the Products and Services, subject to and in accordance with this Agreement.

16.8 Services Outside Scope. Any custom services provided outside the scope set forth in this Agreement, or specified in the Order Form will require an Addendum or statement of work ("SOW"), as applicable, subject to our requirements, including, without limitation, any billing, and technical requirements. Any changes in federal, state or local requirements, or any Customer specific requirements, including, without limitation, with respect to security or privacy, that result in us providing additional services or incurring costs, shall be billed to and promptly paid by you. We reserve the right to refuse to provide certain services in the event your requirements are not practicable or changes in law affect our performance of obligations hereunder.

16.9 Delay. Our ability to deliver the Products and Services depends upon your full and timely cooperation, dedication of skilled resources, as well as the accuracy and completeness of any information you provide. Notwithstanding anything herein to the contrary, in the event that failure of any of the foregoing or your delay or non-performance of any obligation under this Agreement causes a delay in our performance of our obligation hereunder which reasonably relies on your timely cooperation and performance, the period of time for our performance shall be extended proportionately, and additional costs may be incurred by you.

16.10 Single Sign-On Requirements. You agree that if required by your SaaS Tier, you will meet the requirements specified in <https://www.anthology.com/agreements/ssso> for single sign-on in order to be able to access the Products and Services.

16.11 Anthology Academy. You will receive a subscription to Anthology Academy, Essential Level, for the applicable Term. If You desire to subscribe to the Anthology Academy for the Enhanced or Enhanced Plus subscription level, you shall enter into a separate subscription agreement with us that will specify the descriptions of such levels and related fees.

16.12 Customer Relationship Manager. You will appoint a relationship manager to manage the relationship established by this Agreement ("Customer Relationship Manager") who will:

(a) Coordinate and monitor your obligations under this Agreement, and serve as the primary liaison with the Anthology Relationship Manager;

(b) Provide communication on events such as requesting an increase in scope and reporting problems with the Products and Services;

(c) Manage your contact records in our ServiceDesk who shall receive outage and maintenance notifications.

16.13 Professional Services. The parties shall enter into a SOW, which terms shall apply along with the applicable terms of this Agreement, for Professional Services, which, for purposes of this Section, shall include implementation, integration and/or other services mutually agreed upon, as applicable.

i. Summary of Service. Unless otherwise stated, all work schedules of a relevant SOW shall be considered reasonably accurate estimates, subject to revision. We shall maintain daily time records of hours, a summary of which shall accompany invoices which are submitted to you. Our standard work days are Monday through Friday. All Professional Services provided by us during non-standard hours shall be governed by our Policy for Non-Standard Hours, which is posted at www.anthology.com/policy-docs/non-standard-business-hours. We shall not perform any Professional Services during non-standard hours, without your prior consent.

ii. Change Orders; Assumptions. Either Party may initiate a change to the SOW by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes. Both parties shall work together to identify any schedule or price increase resulting from the change. If the parties are mutually agreeable to any changes to the SOW, then they shall enter into a mutual written change order executed by officers of both parties ("Change Order"). You acknowledge that any additional changes to the assumptions in the SOW may affect time and/or costs.

iii. Fees. The SOW shall specify whether you shall pay (i) hourly rates, as set forth in the non-binding estimate of labor costs for Professional Services performed on a time and materials basis, or (ii) fixed fees. The standard hourly rates for Professional Services are set forth in the SOW. However, any rate increases during the period of performance of a SOW shall not increase the rates applicable to the Professional Services set forth in such SOW. If travel is required to perform the Professional Services, you shall pay our hourly rates for 50% of the total time spent on travel by our employees.

iv. Invoice. We shall invoice you for Professional Services as set forth in the SOW. Unless otherwise stated in writing, Professional Services and Travel and Expenses shall be invoiced and you shall pay us within thirty (30) days of the date of invoice.

v. Cancellations; Termination.

(a) You acknowledge that we allocate our resources to provide services to you. In the event you cancel any scheduled Professional Services with less than fifteen (15) business days prior written notice to us, and we cannot after using good faith efforts reallocate our resources, then you shall promptly pay us the amount of lost fees (based on the difference between the projected scheduled services for Customer and the fees actually received) and any out-of-pocket expenses actually incurred by us.

(b) Notwithstanding the foregoing, in the event of the termination by you of a fixed fee SOW for any reason, other than because of our uncured breach, you must pay us for the full amount of the fixed fee specified in the SOW.

(c) Notwithstanding the foregoing, any termination or cancellation shall have no effect on your obligation to pay the applicable fees and out-of-pocket expenses actually incurred by us for Professional Services that are rendered through the effective date of termination or cancellation.

vi. Progress Reports and Meetings. Each Party shall appoint a representative to act as its designated representative and liaison for the Professional Services being performed by us for you. Status review meetings or teleconferences may be held on a periodic basis as reasonably agreed upon by you and us, in order to review the status of Professional Services and to resolve any related issues. Each SOW and Change Order may provide for specific progress reporting.

We will dedicate personnel necessary to perform our responsibilities hereunder. We reserve the right to determine the personnel assigned to the Professional Services and to replace, rotate or reassign such personnel during the applicable Term.

16.14 Replacement of Anthology Personnel. Any personnel assigned by us to a Customer project may be temporarily replaced by us if such individual does not report to work due to illness, accident or other events outside of our control. You acknowledge and agree that there may be a reasonable amount of attrition outside of our control. Upon good cause and written notice to us, you may request that we replace any personnel who is assigned by us to a Customer project to perform Professional Services and we will consider the request and take commercially reasonable effort to promptly remedy the matter or replace such person (except in the case where the person has violated a material provision of your promulgated security or workplace policies then we shall promptly replace such person). If one of our personnel performing Professional Services is removed from a project then we will use commercially reasonable efforts to provide substitute personnel of appropriate qualifications subject to availability of such personnel.

16.15 Retention of Customer Data. Notwithstanding anything to the contrary in this Agreement, Anthology will retain Customer Data in an SFTP server for a 30 day period following the expiration or termination of this Agreement as it relates to the EAE Software so that Customer may, after Anthology's receipt of payment in full, extract Customer Data. Upon conclusion of such 30-day period, Anthology will disable Customer's access to the SFTP server and permanently erase the Customer Data. For purposes herein, "permanently erased" means the Customer Data has been completely overwritten and is unrecoverable. Customer shall pay Anthology its reasonable fees and expenses on a time and materials basis if Anthology assists Customer with the transition of the Customer Data to Customer.

16.16 Anthology Student Document Storage. Your document storage entitlement for Anthology Student is set forth in the SaaS Tiers referenced in section 16.2. Storage in excess of the applicable document storage limitation set forth in the SaaS Tiers is subject to additional fees and may be invoiced monthly by Anthology. You agree to pay any invoice issued pursuant to this section.

16.17 Anthology Student and Anthology Student International Reporting. Unless otherwise stated in an applicable SOW, you agree and acknowledge that Anthology Student International is not designed to generate reports or other deliverables to satisfy your obligations to any governmental body or regulatory agency. Unless otherwise allowed pursuant to a SOW entered into by the parties, if you use Anthology Student International or any data contained therein to satisfy any of your obligations to any governmental body or regulatory agency, you hereby release us of any liability and for any losses, damages, fines, or penalties you may incur as a result of your use of Anthology Student International or the data contained therein. For reports generated by Anthology Student, you are responsible for configuring your account and maintaining the applicable records so that the reports generated by Anthology Student are accurate. You agree and acknowledge that Anthology Student may not generate reports that comply with your specific obligations to any governmental body or regulatory agency, and you are responsible for ensuring that your reports comply with all your applicable reporting obligations. You hereby release us of any liability and for any losses, damages, fines, or penalties you may incur as a result of your use of Anthology Student to generate reports you use to comply with your obligations to any governmental body or regulatory agency.

16.18 Definitions. As it pertains to Anthology Student Verification only, "Authorized User" means Customer's employees, agents and other representatives and/or "Active" students. ("Active" means each Customer's student who (a) establishes a student user account (or on whose behalf a student user account is established) in the Anthology Student Verification solution and (b) completes through the Anthology Student Verification solution any enrollment agreement required by Customer). As it is used with respect to the EAE Software, "Go-Live" means Customer's first use of the EAE Software in a Production Environment. "Non-production Environment" means any testing, training, and other non-production, non-live environments. Non-production Environments are: (i) only available during Normal Working Hours; (ii) accessible to a limited number of Users; and (iii) not entitled all services that Customer's Production Environments receive. "Production Environment" means the specific environments including hardware, software, and database instance, which are exclusively used as the single authoritative and live system Customer uses for transactional processing. Production Environment excludes any and all testing, training, and other non-production, non-live application or environments. "Campus" means a unique identification code used for each Record Count group contained in a database.

17. CAMPUS EFFECTIVENESS

17.1 CES Software. This Section shall apply to the following Products and Services known as the Anthology Campus Effectiveness Software ("CES Software"): Anthology Engage, Anthology Milestone, Anthology Academic Economics, Anthology Beacon, Anthology Accreditation, Anthology Planning, Anthology Program Review, Anthology Portfolio, Anthology Course Evaluations, Anthology Insight, Anthology Baseline, and Anthology Outcomes.

17.2 Your Use. The Products and Services may only be used for lawful purposes, and any posting or transmission of data or other use of the Products and Services in violation of any applicable state, federal or other law is strictly prohibited. Your Authorized Users may use the Products and Services only to access your own data and to fulfill your internal information processing needs. You may not use the Products and Services to process the data of a third party. You are responsible for all activities that occur under your accounts and the Authorized User accounts. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of any Customer Property; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Products and Services, and notify us promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications programs necessary to connect to the Products and Services and to download, print and otherwise process data delivered by the Products and Services, and (iv) comply with all applicable local, state, federal, and foreign laws in using the Products and Services. You hereby acknowledge and understand that the Products and Services are not configured to directly or indirectly receive and store Customer Property, or any other information, relating to: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and Individual Taxpayer Identification Numbers; (b) unauthorized third party content; or (c) personal health information ("PHI"), and that we are neither a "Covered Entity" nor a "Business Associate," as those terms are defined in Health Insurance Portability and Accountability Act ("HIPAA"). You agree that we may terminate this Order Form immediately, if you are found to be in violation of any part of this provision. You shall not use the Products and Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; or (iv) interfere with or disrupt the integrity or performance of the Products and Services or the data contained therein. WE SHALL NOT BE LIABLE TO YOU OR ANY OF YOUR AUTHORIZED USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CUSTOMER PROPERTY, AND OTHER INFORMATION PROVIDED.

17.3 Additional Programs. During the Term, you will have access to technical support and support programs ("Standard Programs"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates. Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("Additional Programs"), unless otherwise specified in the Order Form, will be charged to you as fees for such Additional Programs. In cases where requests made by you are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to you for approval before any fees are incurred.

17.4 External Third Party Technology. During the Term, you may choose to leverage technical platforms, tools and support from independent third parties to enhance the Program(s), such as offerings from Apple, Palm, Meta, and others (the "Third Parties"). In these cases, certain information provided by you to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with their respective privacy policies and may be governed by their privacy policies and may be governed by these

separate agreements. We are independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain your sole risk and responsibility and we disclaim any and all responsibility or liability in connection therewith.

17.5 You acknowledge that we have the right to use non-personally identifiable Customer Property and Authorized User information for purposes of monitoring and supplementing the use of the Products and Services in an aggregate de-identified manner ("De-Identified Data"). We reserve the right to use De-Identified Data to: (i) compile statistical and performance information related to the provision and operation of the Products and Services, and (ii) make such information available to use and to supplement the Products and Services. We retain all intellectual property rights in the De-Identified Data and such data shall be deemed as our Confidential and Proprietary Information.

17.6 Retention of Customer Data. Notwithstanding anything to the contrary in this Agreement, upon termination or expiration of the Agreement, Anthology shall destroy all Customer Data and Confidential Information within thirty (30) days of the following quarter, after termination or expiration from Anthology's main server. Data deletion shall not apply to the extent: (i) Anthology is required by applicable law to retain some or all of the Customer Data; or (ii) Customer Data archival and back-up files except in line with Anthology's data deletion schedule, as permitted under Applicable Data Privacy Laws.

17.7 Technical Support. During the Term, live phone support is available via (716) 270-0000, 8 a.m. – 8 p.m. (ET) M-F. Email support is available via support@campuslabs.com, 8 a.m. - 8 p.m. (ET) M-F. Live chat support is available via support.campuslabs.com 9 a.m.- 5 p.m. (ET) M-F. Live support will not be available on federal holidays in the United States.

17.8 Definitions. As used in this Section, "Authorized User" shall mean your employees, representatives, consultants, contractors, volunteers, student, or agents who are authorized to use the Products and Services through user identification and passwords supplied by you (or by us at your direction).

18. BLACKBOARD SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

Third-Party Services. You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the "Third-Party Services"). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard/Anthology. Blackboard/Anthology makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.

19. BLACKBOARD MOBILE APPLICATIONS

Anthology provides software ("Mobile Software") to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Personal Information on your behalf, which is governed by the Agreement. Anthology makes no representation regarding the availability of third-party application stores or the Mobile Software's compatibility with mobile devices.

20. BLACKBOARD SMARTVIEW™

20.1. Authorized Users. Your Authorized Users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current faculty and staff. In addition, if specified on the applicable Order Form, your current and prospective students may access the Self-Help portal of the Product and Service.

20.2. Representations and Obligations. You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Personal Information, in connection with your use of SmartView; (b) you will not store any Personal Information within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; (d) in order to facilitate a reasonable method for us to obtain timely and automated access to institutional data, upon the Effective Date, your student information system (SIS) shall be integrated with SmartView, and depending on the scope of services, your learning management system (LMS) system and customer relationship management (CRM) system, may be integrated with SmartView; and (e) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

20.3. Remedies and Disclaimers. You acknowledge that: (a) you are solely responsible for the accuracy of Personal Information or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the content in the KnowledgeBase every twelve (12) months. Anthology will not be held to any penalties associated with missed One Stop or Help Desk Service Level Agreements during any period where the KnowledgeBase has not been updated in the past twelve (12) months; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Anthology shall have no liability associated with the guidance or advice provided to Students by such Authorized Users. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to defend, indemnify and hold us harmless against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the guidance or advice provided to Students using the Product and Service.

20.4. Additional Fees. In the event you do not integrate your system with SmartView as outlined in Section 22.2(d) above, Anthology shall invoice you at the following specifications: for One Stop Services and Help Desk, you will be billed at the Premium Solution rate for the period of time that SmartView is not integrated with your systems; for Help Desk Services: (1) for per minute-based pricing models, we may charge you an additional 25% per minute; and (2) for per incident-based pricing models, we may charge you an additional 25% per incident. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

21. BLACKBOARD STUDENT SUPPORT SERVICES

21.1. Types and Estimates of Student Support Services. The Order Form will specify whether you have purchased inbound, live outbound, and/or automated outbound Student Support Services. The estimated number of annual Inbound Interactions, monthly Inbound Interactions, Average Handle Time, and quarterly Outbound Interactions, all as applicable and defined below, are also set forth on the Order Form. If these estimates exceed the actual parameters experienced in the relevant period, we shall be excused from any failure to meet any service levels for such period as outlined in the Statement of Work. The parties shall review the estimates at the end of any term and agree on updated estimates for any renewal term (including the payment of additional fees based on such updates) and update the Order Form accordingly.

21.1.1. Inbound Interactions. You represent that the estimated monthly Inbound Interactions is a reasonable estimate, and at the end of a term we shall be entitled to invoice you in accordance with the terms set forth herein. You acknowledge and agree that, if during any annual term, the actual number of Inbound Interactions exceeds your total Estimated Inbound Interactions ("Excess Inbound Interactions"), then at the end of the then-current annual term, we shall be entitled to charge you for all such Excess Inbound Interactions at a Per Incident Rate, plus a premium, as outlined in the Statement of Work. You may upwardly adjust estimated monthly Inbound Interactions for any future month upon delivery of 60 days' prior written notice to us.

21.1.2. Live Outbound Interactions. If the actual live Outbound Interactions exceeds the quarterly estimate by 15% or more, we will meet to determine whether the estimate for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees).

21.2. Provision of Service Desk Infrastructure. We shall provide the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable ("**Service Desk Infrastructure**") to Authorized Users designated by you who will become familiar with the Service Desk Infrastructure and work with the Anthology Service Desk on your behalf to provide the Student Support Services ("**Authorized Customer Support Users**") to students, faculty or staff members of yours located at or receiving or providing services through your institution ("**Authorized Users**").

21.3. Implementation. We shall provide an implementation project manager, implementation resources, and requisite tools to develop and implement your Student Support Services. Implementation services, development, and associated go-live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that your business processes necessitate a custom scope after contract signing, go-live dates could be impacted. We will also provide you with a customer service manager. During the implementation phase, the parties shall co-author the call script to be used by our representatives.

21.4. Availability. We shall use commercially reasonable efforts to make the Service Desk Infrastructure available. From time to time, it may be necessary for us to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure, as set forth in more detail in the Order Form.

21.5. Your Responsibilities. These responsibilities are essential to our achievement of service levels for you.

21.5.1. Access. You agree to provide us with any reasonable information and training required by us to establish the Service Desk Infrastructure. You will provide reasonable access to your personnel and arrange for us to have suitable access to your facilities (including suitable office space and resources for our personnel working on-site) and systems within your control necessary to perform the Student Support Services.

21.5.2. Cooperation. You agree to assign an executive sponsor and day-to-day project manager with final sign-off authority to review and approve processes, workflow, knowledge base and escalation procedures regarding the Student Support Services. Your personnel will actively participate in review and planning meetings, trainings, and the communication of processes and documentation reasonably required to provide the Student Support Services.

21.5.3. Usage Limitations. You shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk Infrastructure and Student Support Services, including not causing or permitting third parties to access such infrastructure or services.

21.6. Authorized Users. You acknowledge that we will rely on information provided by you. You agree to provide such information that is reasonably requested by us from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized Users, (ii) the email addresses and/or phone numbers of Authorized Users, (iii) student demographic information, and (iv) headcount data.

21.7. Representations and Indemnity. If you request that we contact any Authorized User or other person on your behalf ("**Recipient**"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Student Support Services, and with respect to the content and transmission of calls, texts, and other messages ("**Messages**") sent using the Student Support Services, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "**Telemarketing Laws**"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

21.8. Changes and Oral Instructions. You shall, to the extent reasonably possible, provide us with no less than 60 days' prior notice of events that you anticipate will increase volume of the Student Support Services. We may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if we receive an oral instruction to proceed from your project manager or another authorized representative and we send a written confirmation of the oral instruction to you.

21.9. Added Definitions.

21.9.1. "Average Handle Time" means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.

21.9.2. "Inbound Interaction" means a single inbound Support Request from an Authorized User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

21.9.3. "Outbound Interaction" means an outbound interaction between the Service Desk and an Authorized User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a \Anthology Service Desk member and an Authorized User or automated (e.g., outbound text messages). An Outbound Interaction does not include (i) inbound Student Support Services or (ii) self-help by an Authorized User where there is no interaction between the Service Desk and an Authorized User.

21.9.4. "Service Desk" means our personnel that provide Student Support Services to Authorized Users under this Section 24.

21.9.5. "Support Request" means a request for assistance received by \Anthology 's Service Desk and/or Service Desk Infrastructure from an Authorized User, such as any answered phone call, answered email, or answered chat.

21.9.6. "Self-Service Incident" means students getting the information that they need using self-service technologies.

21.10. Travel. You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services, unless stated otherwise. In the event that you choose to cancel a scheduled on-site visit within two (2) weeks of the scheduled event, \Anthology may invoice you for associated travel change fees.

21.11. Anthology reserves the right to charge for overages as they occur throughout the term, provided however, any failure by Anthology to timely invoice for any overages shall not constitute a waiver of your obligation to pay such fees.

22. ANTHOLOGY ALLY

22.1. Grant of License. With respect to the Anthology Ally service, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicensable, license to access and use the Anthology Ally service made available by Anthology.

22.2. No advice. We do not guarantee that the use of the Anthology Ally service will ensure the accessibility of your web content or that your web content will comply with any specific web accessibility standard or law. Any information or guidance accessed through the Anthology Ally service, including without limitation the results of any website tests conducted or other guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.1), or laws, rules or regulations, including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related rules or regulations is provided solely as a courtesy and is not legal advice or counsel. Other laws may apply to you or your customers depending on the nature of their goods and services. We expressly disclaim any implied or express warranties and any liability with respect to any information or guidance provided.

23. BLACKBOARD MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

23.1. Marketing Services: Ownership of Marketing Deliverables. Marketing creative deliverables that are created or developed by Anthology specifically for you pursuant to a Anthology marketing services Statement of Work ("Marketing SOW"), including all marketing and media plans, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("Customer Marketing Deliverables") shall be owned by you. You hereby license the Customer Marketing Deliverables to Anthology during the Term of the Agreement solely to permit Anthology to carry out its obligations under this Agreement and any associated Marketing SOW's. To the extent that any deliverable created under a Marketing SOW includes Anthology intellectual property, Blackboard/Anthology hereby licenses such Anthology intellectual property to Customer for use solely as part of such deliverable. Such license shall survive expiration of the relevant Marketing SOW. Customer agrees that Anthology shall have no obligation to host any of the deliverables under a Marketing SOW following the termination of such Marketing SOW.

23.2. Enrollment Services: Representations and Indemnity. If you request that we contact any prospective student, Authorized User, or other person on your behalf ("Recipient"), you represent and warrant that: (a) you will comply with all Laws and contracts in connection with use of contact information for Recipients, the Enrollment Services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; and (e) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request us to send Messages to Recipients who have opted out of receiving Messages from you. We shall have the right to audit your compliance with subsections (a) - (e) above. Failure to comply with any provision of this section is a material breach of the Agreement. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall not settle or permit the settlement of any such

third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of the Agreement.

24. ENCOMPASS

24.1 You shall provide us with all text, data, graphics, artwork, designs, audio-visual components, recordings, films, photographs, and other information and materials (the "**Encompass Content**") that you consider necessary for the design, development, and support of the products and Services. Subject to your approval, we may adapt, modify, add to, translate, manipulate, restructure, and reformat the Encompass Content as necessary to create, modify, and maintain the Products and Services. You shall have sole responsibility for securing any necessary rights or permissions from any third party for any Encompass Content and for the use of any third-party facility, link, software and feature capabilities of the software structure. The Encompass Content, provided such items and/or materials are not available in the public domain, shall be your exclusive property. Your Encompass Content rights do not include any rights to our servers, facilities, or property. In addition to Encompass Content as provided above, all transactional data and other member or user information received by or collected from the Products and Services shall be your property. We may monitor use of the Products and Services and use Customer Property in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Products and Services, and may make such information available to use and to supplement the Products and Services, provided that such information does not incorporate Customer Property or identify your Confidential Information. We retain all intellectual property rights in such information. **YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT AND OTHER DATA AND INFORMATION PROVIDED TO US OR RECEIVED BY OR COLLECTED FROM THE PRODUCTS AND SERVICES. IN ADDITION, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF OUR WEB SERVICES OPTION TO OBTAIN, MANIPULATE AND/OR STORE SUCH CONTENT, DATA, AND INFORMATION. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH CONTENT, DATA AND INFORMATION, OR YOUR USE OF OUR WEB SERVICES OPTION.**

24.2 You acknowledge that, in providing the Products and Services, we utilize (i) our name, logo, domain name, and the product and service names associated with the Products and Services, and (ii) other technology, software, equipment, products, processes, algorithms, methods of doing business, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information, including any pre-existing or independently developed materials (collectively, "**Encompass Property**"). We are the exclusive owner of all Encompass Property. We shall also retain title to any work product developed or created for you by us pursuant to Professional Services performed in connection with the Products and Services. We grant to you a non-exclusive, royalty free license to use such work product solely in connection with your use of the Products and Services during the Term. We shall not be restricted in the manner we use the work product or any ideas, concepts, knowhow, techniques or procedures acquired or used by us in the performance of the Professional services, provided, however, that we shall only use your content and Confidential Information to provide the Products and Services under the Agreement.

24.3 You expressly agree that (i) you will not, under any circumstances, upload or transmit to the Product and Services any Sensitive Customer Data or other information as defined below; and (B) the Products and Services are not configured to receive, store, or transmit, directly or indirectly, any Sensitive Customer Data or other information as defined below. As used herein, Sensitive Customer Data or other information consists of (i) any information subject to FERPA, (including any information pertaining to student enrollment, detailed education and academic records); (ii) any government issued identifications, including, but not limited to, Social Security Numbers and Individual Taxpayer Identification Numbers; (iii) any information that constitutes protected health information ("**PHI**") as defined under the HIPAA, or (iv) any unauthorized third party content. You further acknowledge and agree that that we are neither a "Covered Entity" nor a "Business Associate" under HIPAA. You agrees that we may terminate this Agreement immediately, if you are found to be in violation of any part of this provision.

24.4 You are restricted from engaging with third parties/contractors to develop any interfaces, training materials, or derivative works related to the Products or Services or Blackboard/Anthology Property without our expressed written permission. If granted permission, you shall ensure that any such third-party/contractors contracted by us be expressly bound by section 13 of this Agreement. Furthermore, such contracted third parties/contractors are restricted from creating commercially-available products and from profiting in any way from any work related to the Products and Services that may have been performed for you, without our expressed prior written permission.

24.5 You shall indemnify, defend and hold harmless us and our affiliates and licensors, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based on your use of our Web Services option to obtain, manipulate and/or store content or any other data.

24.6 Technical Support. During the Term, email support is available via customersupport@imodules.com.

Agreed to and accepted by:

Customer: **Navajo County Community College District**
Signature:

Name:
Title:
Date:

Anthology Inc.
Signature:

Name: Michael Pohorylo
Title: Deputy General Counsel
Date:



STANDARD ADDENDUM

The following terms are added to and form a part of Master Agreement for All Products and Services (“Contract”) between Navajo County Community College District ("College") and Anthology Inc. ("Contractor") and supersede any conflicting terms:

1. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the Contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. **CANCELLATION OF CONTRACT/DEFAULT:** Either party may terminate this Agreement due to a material breach of the other party by giving the other party at least thirty (30) days prior written notice of termination.
7. **CATASTROPHE:** If, because of riots, war, pandemic, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the College shall be interrupted or stopped, performance of the resulting contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of the resulting contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.
8. **PUBLIC RECORDS LAWS:** Notwithstanding any provision in the Contract to the contrary, disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.

9. JURISDICTION AND LAW: Notwithstanding any provision in the Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Navajo County, Arizona.

10. IMMIGRATION LAWS: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214(A). The Contractor shall further ensure that each sub-Contractor who performs any work for the Contractor under this Agreement likewise complies with the State and Federal Immigration Laws.

11. CERTIFICATION PURSUANT TO A.R.S. § 35-393.01: If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

12. DATA PROTECTION SAFEGUARDS:

12.1 Security. Contractor shall store and process Navajo County Community College District Data in accordance with commercial best practices. Contractor shall ensure that all security, including the manner in which Navajo County Community College District Data is collected, accessed, used, stored, processed, and disposed of, comply with all applicable federal and state data protection and privacy laws. Without limiting the foregoing, and unless expressly agreed to in writing, Contractor warrants that all electronic Navajo County Community College District Data will be encrypted in transmission and at rest using industry standard encryption techniques. Contractor shall conduct periodic risk assessments and remediate any identified security risks in a timely manner. Upon written request by Navajo County Community College District, Contractor shall provide or make available to Navajo County Community College District for review Contractor's ISO27001 and SOC 2 reports that have been prepared and are available for the products being provided pursuant to the Contract.

12.2 Privacy. Contractor shall use Navajo County Community College District Data only for the purpose of performing the services expressly stated in the Contract. Contractor shall not sell, rent, transfer, distribute, alter, or disclose Navajo County Community College District Data, except as required by law or as permitted by the Contract. Contractor shall not use Navajo County Community College District Data in a manner inconsistent with Contractor's own privacy policy. After making a material change to Contractor's privacy policy, Contractor will make the revised policy available for review and will provide a copy upon request.

12.2.1 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Contract, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), Contractor will be designated as a "school official" with "legitimate educational interests" in the Navajo County Community College District Data disclosed pursuant to the Contract and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Navajo County Community College District Data only for the purpose of fulfilling duties under the Contract, and shall not share Navajo County Community College District Data with or disclose it to any third party except as provided for in this Contract, as required by law, or if authorized in writing by Navajo County Community College

District. Contractor warrants and represents that during the five-year period preceding the Effective Date of this Contract, that Contractor has not been found in violation of FERPA by the U.S. Department of Education’s Family Policy Compliance Office.

12.3 Data Breach. In the event of data breach, Contractor shall follow industry best practices to fully investigate and resolve the data breach at Contractor’s expense in accordance with applicable privacy laws. Contractor shall, no later than 72 hours after confirmation of a breach, make College aware of a data breach, in writing, and fully investigate the data breach, cooperate reasonably with the Navajo County Community College District investigation of and response to the data breach, and use best efforts to prevent any further data breach at Contractor’s expense in accordance with applicable privacy laws. Except as otherwise required by law, Contractor shall not provide notice of the data breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to Navajo County Community College District e. For the avoidance of doubt, no prior written notice to Navajo County Community College District is required for Contractor’s communication with law enforcement, law firms, forensic companies, and other entities that are required to support the investigation and remediation of the data breach. Upon the occurrence of a data breach, Navajo County Community College District may terminate this Contract. Navajo County Community College District may require Contractor to suspend all services provided to Navajo County Community College District, pending the investigation and successful resolution of any data breach.

12.3.1 Liability for Data Breach. In addition to any other remedies available to Navajo County Community College District under law or equity, Contractor shall reimburse Navajo County Community College District in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other fees imposed that were actually incurred by Navajo County Community College District and caused in whole or in part by Contractor for any data breach.

12.3.2 Pursuant to Contractor’s Data Processing Addendum, which is part of the Contract, Contractor shall remain liable for its Sub-processors collection, storage, and/or use of personally identifiable information.

12.4 Termination. Navajo County Community College District may terminate the Contract if, after execution of this Contract, Contractor has materially breached (a) its representations or warranties in the Contract; or (b) the Data Protection Safeguards set forth in section 12 of this Addendum and, in either case, has failed to cure its breach within 30 days of receipt of written notice of such breach from Navajo County Community College District.

Navajo County Community College District	Anthology Inc.
By:	By:
Chato Hazelbaker, Ed.D	Name:
President	Title:
Date:	Date:

Anthology Cost

	NPC	Cochise	Cochise & NPC
SOW 2460080/Implementation	\$ 2,710,610.00	\$ 2,710,610.00	\$ 5,421,220.00
Order Form/Software	\$ 4,097,565.00	\$ 7,597,146.00	
Total	\$ 6,808,175.00	\$ 10,307,756.00	

Include for NPC:

Travel Expense - 5% of Implementation	\$ 135,530.50
Sales Tax - 10% of Software (Holbrook 9.43%)	\$ 409,756.50
	\$ 545,287.00

Grand Total	\$ 7,353,462.00
--------------------	------------------------

NPC	Cochise	Difference
\$ 7,353,462.00	\$ 10,307,756.00	\$ 2,954,294.00

Request to Approve Annual Jenzabar Support and Maintenance for 2023-24

Recommendation:

Staff recommends approval to purchase annual support and maintenance from Jenzabar Inc. for \$349,071.87

Procurement Process and Budget Information:

This is an annual, budgeted renewal. As it is an integral application to overall college functions Jenzabar Inc. has been identified as a sole source vendor as vetted by the Technology Advancement and Support division and Procurement department.

Summary:

Jenzabar CX continues to provide the backbone for the college Enterprise Resource Planning (ERP). Terms of this plan start 07/01/2023 and ends 06/30/2024. The cost includes maintenance and support of \$318,991.00, all applicable taxes of \$30,080.87, for a total price of \$349,071.87.





Invoice #:	INV271133
Customer ID:	111050 Northland Pioneer College
Project ID:	NPC-Annual Renewal Northland Pioneer College : Annual Renewal

Bill To
 Northland Pioneer College
 Accounts Payable
 PO Box 610
 Holbrook AZ 86025-0610
 United States

Ship To
 Northland Pioneer College
 Accounts Payable
 PO Box 610
 Holbrook AZ 86025-0610
 United States

Invoice Date	Payment Due Date	PO #	Terms
05/31/2023	06/30/2023		Net 30

Item	Coverage Start	Coverage End	Quantity	Unit Price	Total
Jenzabar CX Maintenance					
Jenzabar Mobile Web					
CX Student Financials					
CX Student Affairs					
CX Purchasing/Accounts Payable					
CX Moodle					
CX Internet Campus Base					
CX HR-Position Control					
CX HR-Payroll					
CX HR-Administration					
CX General Ledger					
CX Financial Aid					
CX Degree Audit					
CX CRM Student					
CX CRM Staff					
CX CRM Faculty					
CX CRM Candidate					
CX CRM Admissions Officer					
CX Common					
CX Budget					
CX Admissions					
CX Academic Records					
Jenzabar CX Maintenance Subtotal	07/01/2023	06/30/2024	1	\$266,843.00	\$266,843.00
Third Party Maintenance					
CX Informix					
Third Party Maintenance Subtotal	07/01/2023	06/30/2024	1	\$52,148.00	\$52,148.00

Comments: 2023 Renewal	Subtotal	\$318,991.00
	Tax Total	\$30,080.87
	Discount Item	
For questions please email Accountsreceivable@jenzabar.com	Total	\$349,071.87

For ACH Payments:

To: Citizens
Riverside, RI
Credit To: Jenzabar, Inc.
Routing/ABA #: 211070175
Account #: 1403278404

For Direct Wire Payments:

To: Citizens
Riverside, RI
Credit To: Jenzabar, Inc.
Routing/ABA #: 011500120
Account #: 1403278404
SWIFT Code: CTZIUS33

For Check Payments

Jenzabar Lockbox
P.O. Box 845588
Boston, MA 02284-5588

Request to Approve Purchase of Computers

Recommendation:

Staff recommends approval to purchase 155 computers and peripherals from SHI International Corp for a total of \$261,786.46.

Procurement Process and Budget Information:

The purchase meets competitive purchasing guidelines by using Arizona State Contract OMNIA Contract #: 2018011-02. This purchase will be made using the remaining CARES Act (HEERF) funds that have been allocated to the college and will not use NPC operational funding.

Summary:

This request to purchase computers is to support students and employees at NPC. During the pandemic, the college supplied students with more than 116 laptops, and students continue to need access to computer resources. These computers will be used across all nine campus and center locations. 75 of the laptops will be made available for instructor classroom use. The other 40 laptops and 40 desktop computers will be issued to employees or used in computer labs, as needed, to provide computer access.

This purchase includes the cost of 115 laptops at \$169,170.75, 40 desktop computers at \$48,033.20, power adapters at \$3,890.25, HP support at \$13,995, and power switches at \$4,138.12, with taxes of \$22,559.14 and free shipping for a total price of \$261,786.46.





Pricing Proposal
 Quotation #: 23560370
 Created On: 6/7/2023
 Valid Until: 6/30/2023

AZ-Northland Pioneer College

Inside Account Executive

Leslie Dye

PO Box 610
 Holbrook, AZ 86025
 United States
 Phone: (800) 266-7845
 Fax:
 Email: leslie.dye@npc.edu

Chris Grimmer

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-0291
 Fax: 732-XXX-XXXX
 Email: chris_grimmer@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SMART BUY ELITEBOOK 840 G10I5-1335U 14IN 16GB 512GB W11P64 HP, Inc. - Part#: 7Y360UT#ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In Stock	75	\$1,471.05	\$110,328.75
2 SMART BUY ELITEBOOK 840 G10I5-1335U 14IN 16GB 512GB W11P64 HP, Inc. - Part#: 7Y360UT#ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In Stock	40	\$1,471.05	\$58,842.00
3 HP Elite 600 G9 - Wolf Pro Security - SFF - Core i7 12700 / 2.1 GHz - RAM 16 GB - SSD 256 GB - NVMe, TLC - UHD Graphics 770 - GigE - Win 11 Pro - monitor: none - keyboard: US - Smart Buy - with HP Wolf Pro Security Edition (1 year) HP, Inc. - Part#: 82J82UT#ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In Stock	40	\$1,200.83	\$48,033.20
4 Electronic HP Care Pack Next Business Day Active Care Service with Accidental Damage Protection - Extended service agreement - parts and labor - 3 years - on- site - 9x5 - response time: NBD - for EliteBook 735 G6, 83X G7, 83X G8, 840, 84X G7, 84X G8, 85X HP, Inc. - Part#: U17YKE Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In Stock	75	\$186.60	\$13,995.00
5 HP USB-C LC - Power adapter - AC - 45 Watt - United States - for Chromebook 14 G6; Chromebook Enterprise x360; Chromebook x360; ProBook 430 G7, 440 G7 HP, Inc. - Part#: 1MZ01AA#ABA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: In Stock	75	\$51.87	\$3,890.25
6 Spectrum Connect24 w/HASP Power Switch Rotated Outlets June 20, 2023 Navajo County Community College District Governing Board	4	\$1,034.53	\$4,138.12

Spectrum - Part#: 55552DBW
Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02
Note: In Stock

Subtotal	\$239,227.32
Shipping	\$0.00
*Tax	\$22,559.14
Total	\$261,786.46

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.