

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 the entity listed in any Order Form (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, or Non-Production Environment (as defined in Section 16.18), 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 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(s). 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.

2.5 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 access 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. You shall not provide password or login access to any third party, including third-party developers, integrators, and contractors, for purposes of accessing the Products and Services. Customer and Anthology must both provide written permission for any third party to access the Products and Services on behalf of Customer and only Anthology may provide the access to the Products and Services to the third party. If we grant access to such third party, you shall ensure that the third party is expressly bound by the license and usage provisions of this Master Agreement and is prohibited from creating commercially available products or services with any information obtained through its access to the Products and Services.

2.6 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**”). Unless otherwise stated in the Terms Applicable to Specific Products and Services, below, Authorized Users shall include Customer’s employees, agents, other representatives, and/or active students, to whom Customer has granted user identification credentials and a password, as may be

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.

required to access and use the Products and/or Services, in accordance with the terms of this Agreement.

2.7 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).

2.8 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 OVERRAGES

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=kA570000000PB0o>, <https://www.anthology.com/agreements/anthology-client-support-services-guides>, and <https://www.anthology.com/agreements/campus-effectiveness-software> 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 event 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 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 and Customer Data (collectively “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 also includes output of functionalities of the Products and Services that is generated by generative artificial intelligence technology or similar artificial intelligence models that can generate content such as text, audio and images (“**AI**”) based on inputs unique to you and/or your Authorized Users and for your and/or your Authorized Users’ benefit and/or use (“**Output**”). Customer Property may also contain Personal Information which is defined in Section 5. Customer understands and acknowledges that Customer’s ownership and use rights in Output may not be enforceable against third parties.

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, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property to perform our obligations hereunder or as otherwise permitted hereunder. 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, generate 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, generates 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. 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. Professional Services. 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. EAE Software. 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 continues 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. Our Travel & Expense Policy is posted at www.anthology.com/policy-docs/travel-policy and may be amended from time to time at our discretion.

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 24.4 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 (a) 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 or (b) incorrect, unlawful, offensive or otherwise undesirable, to you and/or your Authorized Users, Output or other content generated by AI. It is your responsibility to review Output and any other content generated by AI and make any corrections or modifications it as may be necessary or appropriate.

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 the 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 neither it, nor any of its officers, directors, employees, or shareholders has been designated as a Person that is Subject to Economic Sanctions, that it is not located in a country or region comprehensively sanctioned under the laws of the United States of America, and that no Product or Services supplied by Anthology will be supplied to or otherwise benefit a Person That is Subject to Economic Sanctions a country or region comprehensively sanctioned under the laws of the United States of America. The term **“Person 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, an individual or entity designated for sanctions by any other Department or Agency of the Government of the United States that would prohibit the sale, (re)export, or provision of products, software, or services, or an individual or entity designated by the United States National Security Council. The provision of any Products or Services to a Person that is Subject to Economic Sanctions, the designation of Customer, or any of its officers, directors, employees, or shareholders as a Person 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 14.10, 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 14.10, 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. Notwithstanding Section 12.1, where: (a) 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); or (b) there is a claim, suit, proceeding or allegation that Customer Property or other content generated by AI within the Products and Services infringes the intellectual property rights of a third party under the Law of any jurisdiction in which you are using the applicable Products and Services, we shall not be obligated to indemnify you, or defend or hold you harmless, in respect of such claim, suit, proceeding or allegation.

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 (an “**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 and you shall be solely responsible for responding to and defending (both at your own cost) any claim to the extent arising out of (a) – (d) above (including, without limitation, intellectual property infringement claims associated with Output).

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 Non-use. 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. **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. The Products and Services provided by Anthology may be subject to the export control laws and regulations of the United States (collectively the "Export Control Laws"). You shall not export or allow the transfer, use, sale, export or re-export of 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. The provision of the Products or Services in violation of the Export Control Laws shall be grounds for immediate termination of this Agreement and will relieve Anthology from any and all obligations with respect to this Agreement.

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, inability to obtain any export or import license or other authorization of any government authority, or the designation of any party to the transaction as a Person that is Subject to Economic Sanctions. The non-performing Party shall notify the other Party of such force majeure within ten (10) days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated

duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for one hundred and eighty (180) days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such force majeure, the non-performing Party may terminate this Agreement pursuant by written notice to the other Party.. 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. Anti-Corruption. Customer shall during the term of this Agreement comply with all applicable statutes, laws, international standards, and regulations relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of the United States, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and hereby warrants that it has not provided, and will not, provide anything of value to a Foreign Official for the purpose of gaining or retaining business with respect to the Agreement. For purposes of this section, a "Foreign Official" includes an official or employee of a foreign government or any department, agency or public company, or of a public international organization, or anyone acting in an official capacity for or on behalf of any government or department, agency, or instrumentality, state-owned-entity, or for or on behalf of any public international organization, any foreign political party or its official, any candidate for political office, any third party with any reason to believe that a payment, in whole or in part, would be to benefit any individual identified above. Customer agrees to provide Anthology, its retained investigator or attorney with any information that may be necessary to confirm compliance with the provisions of this paragraph. The breach of this section shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to the provision of products or services to Customer.

14.9. 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.

14.10. 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.

14.11. 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.

14.12. 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.

14.13. 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 14.13 for such breach. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to our personnel.

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. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty that is not set out in this Agreement. 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. 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 16, **“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/sso> for single sign-on in order to be able to access the Products and Services.

16.11 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.

16.12 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 set forth in a SOW or other document signed by both of the Parties, all work schedules 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. Anthology shall perform all Professional Services during **“Standard Business Hours”** (Monday to Friday, 9am to 5pm in the time zone where Professional Services are rendered). Professional Services may be provided during non-standard hours upon mutual written agreement of Anthology and Customer.
- 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.

16.13 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.

16.14 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.

16.15 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.

16.16 Anthology Payroll. You are at all times responsible for your compliance with all Laws governing your payment of wages, salaries, and/or other compensation to your employees, including, but not limited to, Laws concerning the calculation of overtime pay (collectively, "**Payroll Laws**"), in connection with your use of Anthology Payroll. We do not guarantee that your use of Anthology Payroll will ensure that you are in compliance with any Payroll Laws. We will not provide any advice regarding your compliance with Payroll Laws. Further, you shall ensure that you make all necessary changes within your Anthology Payroll account to ensure that you are in compliance with all current mandatory deductions that you are legally obligated to withhold from your employees' wages, salaries, and/or other compensation under state and federal laws ("**Statutory Deductions**"). 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 your violation of any Payroll Laws or Statutory Deductions.

16.17 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 Evaluate, Anthology Insight, Anthology Baseline, and Anthology Outcomes. If you license CES Software that is identified in the following link, you are only entitled to receive the benefits and features listed for such product, specified at <https://www.anthology.com/agreements/campus-effectiveness-software>. Notwithstanding anything to the contrary in any Order Form, Anthology Portfolio codes shall only be valid for the Term of an Order Form and will not be automatically renewed.

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 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 make 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.

17.4 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. to 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.

17.5 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

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 20.2(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 exceed 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 21.

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

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 an 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. ANTHOLOGY 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 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.

24.4 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.

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

24.6 Google Tag Manager, CSS Overwrite, JavaScript Waiver. In the event you wish to add Google Tag Manager code, JavaScript code, and/or CSS Overwrite code, as applicable (“Additional Code”), to your instance of Encompass, you acknowledge, agree, and accept, that (i) Additional Code or changes thereto made by your administrators may introduce security risks, interfere with integrations, and/or negatively impact the performance and functionality of Encompass; (ii) Anthology shall not review Additional Code prior to its deployment to your instance of Encompass and you are solely responsible for any updates to the Additional Code; (iii) Anthology shall have no liability for any issues arising from or relating to the Additional Code and will not be responsible for troubleshooting and/or fixing issues relating to or arising from the Additional Code; (iv) Updates and upgrades to Encompass will not be tested against the Additional Code; (v) Enabling your administrators to add Additional Code to the solution is out of scope of Anthology Encompass standard and intended use ; (vi) Anthology reserves the right to review and/or remove any Additional Code without notice; and (vii) You shall defend, indemnify, and hold harmless Anthology, its affiliates and subsidiaries and each of their respective, officers, directors, employees, partners, or agents from any and all damages, expenses, claims, demands, liabilities, fines, penalties, or judgments, including attorneys’ fees, arising from any claim arising from or relating to the Additional Code.

25. ANTHOLOGY ILLUMINATE

25.1 Eligibility. If you have purchased a license for the SaaS version of Blackboard Learn, you will also receive access to the “Included” tier of Anthology Illuminate at no additional cost so long as you are located in one of the qualifying regions identified at the Illuminate Help Page located at https://help.blackboard.com/Anthology_Illuminate/Editions. If you purchased a license for Anthology Illuminate Enhanced Module, your Order Form will specify the purchased tier.

25.2 Features. The features of the “Included” tier of Anthology Illuminate are subject to change at any time in Anthology’s sole discretion. Anthology will make its best commercial efforts to notify you of any changes to the “Included” tier of Anthology Illuminate 60

days in advance of those changes becoming effective. The current features of Anthology Illuminate Enhanced Module may be found at: https://help.blackboard.com/Anthology_Illuminate/Editions.

25.3. Changes to Tiers. You may upgrade your license tier for Anthology Illuminate at any time during the Term. Any upgrade in your tier requires the execution a new Order Form by you and Anthology. Notwithstanding the foregoing, you may not downgrade your Anthology Illuminate tier during the Term. If you elect to downgrade your Anthology Illuminate tier at the end of the Term, you acknowledge and recognize that your content and reports contained in your account may not be available in the new selected tier.

25.4. Limitations. Anthology reserves the right to limit or delay delivery of, or suspend access to, Anthology Illuminate, in whole or in part, where the economic viability of Anthology Illuminate is affected due to the increase in costs for third-party services required for the provision of Anthology Illuminate. In the event Anthology limits or delays delivery of, or suspends access to, Anthology Illuminate pursuant to this section, the Parties agree to negotiate in good faith a new order form to provide you with continued access to Anthology Illuminate. If the Parties are unable to reach agreement on a new order form, Anthology may terminate the Agreement with respect to Anthology Illuminate.

25.5. Access Restrictions. You will only grant access to Anthology Illuminate to your Authorized Users, which may not include individuals who are not employed by you or enrolled as a student with you. You acknowledge and agree that you will not allow third parties to ingest, export, process, or access data made available through Anthology Illuminate unless expressly agreed to in writing by Anthology.

26. ANTHOLOGY ACADEMY

You will receive a free subscription to the Essential level of Anthology Academy for the Term of an effective Order Form If you wish to subscribe to the Enhanced or Enhanced Plus levels of Anthology Academy, You will need to enter into a separate subscription agreement with Anthology specifying the subscription levels licensed and the applicable fees.