

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, as applicable, ("Evaluation License") subject to the obligations herein and solely in connection with your internal evaluation of the Software, SaaS Service or Hosting Services and not for any production or commercial purpose.

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

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

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

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

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.

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 attached herein as Appendix #2 for the relevant Products and Services. As stated in these service level agreements or other Customer Support documents, overages may be charged for additional Customer usage beyond the applicable limitations, and for additional storage and/or bandwidth needed to support excess Customer usage. Our failure to satisfy a service level shall not be a breach of this Agreement and, your sole and exclusive remedy (if any) in such event shall be as expressly set forth in the applicable service level agreement. With respect to SaaS Services, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available during the Term. We reserve the right to discontinue, change, or deprecate the Products and Services or change or remove features or functionality of the Products and Services from time to time for any reason, but in such even we will notify you and, as Customer’s sole and exclusive remedy, Anthology shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. Subject to our commitments in the DPA referenced in Section 5 below, we may, in our sole discretion (i) reengineer our network components or infrastructure and/or change locations where Products and Services are performed; (ii) perform our obligations through our subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the Products and Services.

4. PROPRIETARY RIGHTS

4.1. Customer Property. Customer Property is and shall remain your sole and exclusive property. “**Customer Property**” means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property 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, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our thirdparty 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. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials and social media unless and until you provide us a written request to discontinue such use.

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

5. PROTECTION OF PERSONAL INFORMATION

Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. We agree to treat Personal Information as confidential, as described in the Data Processing Addendum (“**DPA**”) attached herein as Appendix #1.. The DPA applies whenever Personal Information is Processed (as defined in the DPA) under the Agreement.

6. DATA SECURITY

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

7. PROFESSIONAL SERVICES

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

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

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

8. FEES AND TAXES

8.1. Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form in accordance with the GSA Schedule pricelist.

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 interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. 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. Anthology shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). 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.

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 in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR), 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"). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. 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 by from time to time in 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. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Anthology shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Notwithstanding the foregoing, except for termination rights in this section and Section 9.3, the parties have no other right of early termination.

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

- 9.4. Effect of Termination.** Upon termination of the Agreement or termination or expiration of any individual license, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, unless such termination is due to Anthology's uncured material breach, you will immediately pay us all amounts due and payable for such Products and Services. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.
- 9.5. Reserved Rights.** Without limiting the foregoing, we reserve the right to allocate, limit or delay delivery of, or suspend access to our Products and Services, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event (as defined in Section 14.7 below) whereby the performance or operation of our Products or Services (a) becomes overburdened, impaired, impracticable, or their economic viability is otherwise affected; (b) poses a security risk; (c) may subject Anthology or any third party to liability; or (d) is in violation of applicable law, court order, or administrative order. Anthology may also suspend Customer's right to access or use any portion of, or all of the Products and Services immediately upon notice to Customer if Customer is in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days.
- 9.6. Survival.** The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 9.5, 10.4, 11, 12, 13, 16.4, 20.3, 21.7, 23.2, and 24.5 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

- 10.1. By Anthology.** We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from delivery of the Software or for the term of the SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. **"Software Error"** means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us, if any (**"Documentation"**), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include (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 use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form. Customer further warrants that that neither it, nor any of its officers, directors, employees, or shareholders have been designated as an Entity That is Subject to Economic Sanctions, and that no Product or Services supplied by Anthology will be supplied to or otherwise benefit an Entity That is Subject to Economic Sanctions. The term **"Entity That is Subject to Economic Sanctions"** includes, but is not limited to, an entity that has been designated as a Specially Designated National by the United States Department of the Treasury, Office of Foreign Assets Control, a party designated for sanctions by any other Department or Agency of the Government of the United States, and a party designated by the United States National Security Council. The provision of any Products or Services to an Entity That is Subject to Economic Sanctions or the designation of Customer, or any of its officers, directors, employees, or shareholders as an Entity That is Subject to Economic Sanctions, or the U.S. designation of the region in which Customer is located as an embargoed country or region (including as a **"Covered Region"** pursuant to Executive Order 14065), shall be grounds for immediate termination of this Agreement, and will relieve Anthology from any and all obligations with respect to this Agreement.

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

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1. Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, A BREACH OF SECTION 14.9, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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

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

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

12. INDEMNITIES.

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

12.2. Exceptions. 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a "Anthology Indemnitee") resulting from (a) any use of the Products and Services beyond the scope

of the license restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us, you shall at your own expense indemnify, defend, and hold harmless such Anthology Indemnitee. Anthology shall have no liability (including indemnification obligations) to you 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 Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party’s expense, in any litigation against any third parties to protect the disclosing party’s rights with respect to the Confidential Information.

13.3. Exceptions to Confidential Treatment. Confidential Information shall not include information that: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party’s possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party’s rights under the Agreement. Anthology recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

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. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The applicable governing Law is the Federal law of the United States.

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

14.7. Force Majeure. In accordance with GSAR 552/212-4(f), notwithstanding anything to the contrary in the Agreement, neither party will be responsible for any failure to fulfill its obligations, in whole or in part, due to causes beyond its reasonable control (“Force Majeure Event”), including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances or work stoppages, riots, wars, or hostilities, terrorist acts, epidemics, pandemics, a substantial change in market conditions, or other global or local health emergencies, Center for Disease Control advisories or inability to obtain any export or import license or other authorization of any government authority. We reserve the right to reasonably charge for any and all excessive usage and or usage beyond reasonable historical norms (yours or similarly situated clients not experiencing a Force Majeure Event or similar) and to the extent this is in excess of our actual costs we will give you notice.

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

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

14.10. Promotional Materials. Anthology may use Customer's name on social media platforms and in marketing materials, press releases, and presentations to reference Customer's selection of Anthology and the Products and Services to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, the existence of an agreement with Anthology (without referencing detailed terms or pricing) and, when it occurs, Customer's Go-Live on the Products and Services.

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

14.12. Non-Solicitation. For any services rendered under this Agreement and for a period of one (1) year thereafter, you shall not directly or indirectly, hire or solicit, nor permit any of your affiliates or contractors to hire or solicit, the services of anyone who is an employee or contractor of Anthology or its affiliates or was an employee or contractor of Anthology or its affiliates in the six (6) months prior to any solicitation or hiring, without our prior written consent. In the event of a violation of this provision, we may seek preliminary and permanent injunctive relief, without posting bond. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to our personnel.

14.13. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter. 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. BLACKBOARD SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

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

17. 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.

18. BLACKBOARD SMARTVIEW™

18.1. 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.

18.2. 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.

18.3. 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.

18.4. Reserved.

19. BLACKBOARD STUDENT SUPPORT SERVICES

19.1 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.

19.1.1. 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.

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

19.2. 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**").

19.3. 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.

19.4. 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.

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

19.5.1. 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.

19.5.2. 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.

19.5.3. 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.

19.6. 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.

19.7. 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. 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.

19.8. 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.

19.9. Added Definitions.

19.9.1. "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.

19.9.2. "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.

19.9.3. "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.

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

19.9.5. "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.

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

19.10. Travel. You will reimburse us for all reasonable travel expenses incurred by our employees in connection with the delivery of our services in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR), unless stated otherwise. You shall only be liable for such travel expenses as approved by You and funded under the applicable ordering document. In the event that you choose to cancel a scheduled on-site visit within three (3) days of the scheduled event, Anthology may invoice you for associated travel change fees.

19.11. 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.

20. ANTHOLOGY ALLY

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

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

21. BLACKBOARD MARKETING, ENROLLMENT, AND RECRUITMENT SERVICES

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

21.2. 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..

Appendix #1

Anthology Data Processing Addendum

The terms of this Data Processing Addendum ("**DPA**") are incorporated by reference into the Master Agreement between you and the Anthology group entity listed in the Master Agreement and/or relevant order form, "Anthology", "**we**", "**us**" and "**our**") (the "**Agreement**").

The following provisions shall apply whenever Personal Information is Processed under the Agreement:

1. Definitions

Capitalized terms not defined in this Section have the meaning given in the Agreement.

Applicable Data Privacy Laws means laws and regulations that apply to our and your Processing of Personal Information under this Agreement. In the United States, this may include the Family Education Rights Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy Protection Act ("COPPA"), as well as applicable State student and consumer privacy laws. In the European Union (and outside the EU, if extraterritorially applicable), this will include the General Data Protection Regulation ("GDPR") and the national laws implementing the GDPR, as applicable. In the UK, this will include the UK General Data Protection Regulation ("UK GDPR"). In Australia, this may include the Privacy Act 1998 and amendments. In South Africa, this will include the Protection of Personal Information Act of 2013 ("POPIA").

C2P SCCs means module 2 of the SCCs.

De-Identified Data means information that has all identifying Personal Information obscured or removed such that the remaining information does not reasonably identify an individual nor allow a reasonable person to identify an individual with reasonable certainty.

Individual Right Request means a request from your Authorized Users or other individuals concerning the exercise of their rights available under Applicable Data Privacy Laws in relation to Personal Information, such as the right of access, right to correct, right to restrict Processing, right to erasure ("right to be forgotten"), right to opt-out of the sale of personal information, right to data portability, right to object to the Processing and right not to be subject to an automated individual decision making.

P2P SCCs means module 3 of the SCCs.

Personal Information means information Processed by Anthology on your behalf in connection with the provision of Products and Services pursuant to the Agreement that relates to, describes or is linked to an identified or identifiable individual or, where it is included in the definition of "personal information" or "personal data" under Applicable Data Privacy Laws, a juristic person. For clarity and without limitation, Personal Information may include: (i) in the United States, personal information contained in educational records, as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), and/or "student data" or "covered information" as such terms are defined by applicable State student data privacy laws; and (ii) in other jurisdictions, "personal information" or "personal data" as such terms are defined by the Applicable Data Privacy Laws in those jurisdictions.

Processing or Process means any operation or set of operations which is performed on Personal Information such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction. For the avoidance of doubt Processing shall include all means, operations and activities performed on Personal Information that are defined as processing under GDPR.

Security Incident means a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.

Service Providers (Sub-processors) means Anthology affiliates and subsidiaries or third-party vendors which we engage in connection with the Agreement and which Process Personal Information on behalf of us and under our instructions.

Standard Contractual Clauses or SCCs means the standard contractual clauses approved by the European Commission under Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

UK Addendum means the addendum to the SCCs approved by the UK Information Commissioner.

2. Roles and responsibilities of the parties

2.1 You are the controller of Personal Information. We are the processor (as defined in the GDPR or other Applicable Data Privacy Laws) or service provider (as defined under the CCPA or other Applicable Data Privacy Laws) and Process Personal Information on your behalf and subject to your instructions. Unless otherwise expressly indicated, if you are subject to Applicable Data Privacy Laws in the United States, we Process Personal Information relating to students as a "School Official" performing an outsourced institutional function, pursuant to FERPA 34 CFR Part 99.31(a)(1). You (and/or your Authorized Users) are the owner of Personal Information: When we Process Personal Information on your behalf, you retain all right, title and interest to such Personal Information and Anthology does not own, control, or license such information except as described in the Agreement.

2.2 To the extent Applicable Privacy Laws such as the GDPR require a description of the subject matter, scope, duration, nature and purpose of the Processing of Personal Information, including the type of Personal Information and categories of data subjects, the descriptions set out in the Agreement and Annex A of this DPA apply. You have entered into the Agreement with us to benefit from our expertise in Processing Personal Information solely for the purposes set out herein and in the Agreement. We shall be allowed to exercise our own discretion in the selection and use of means as we consider necessary to pursue those purposes, subject to the requirements of this DPA and Applicable Data Privacy Laws.

3. Our obligations

- 3.1 Anthology (together with its employees, affiliates, and subsidiaries), may Process the Personal Information as a service provider and, in doing so, may retain, use, disclose and otherwise Process Personal Information solely in accordance with your instructions and for the following purposes: (i) providing Products and Services to you including any functionalities activated by your system administrators, (ii) updating and enhancing the functionalities of the Products and Services; (iii) maintaining and supporting our Products and Services; (iv) as otherwise permitted or required by Applicable Data Privacy Laws. We may also Process Personal Information as necessary to enforce our rights under the Agreement. Without limiting the foregoing, we will not:
- (a) retain, use, or disclose Personal Information for any purpose other than for the business purposes specified in the Agreement or the DPA or as otherwise permitted by Applicable Data Protection Laws; or
 - (b) retain, use, or disclose Personal Information outside of our direct business relationship with you; unless expressly permitted by the Applicable Data Protection Laws.
- 3.2 The Agreement and the DPA along with your configuration of the Products and Services are your instructions to us in relation to the Processing of Personal Information. We agree to follow such instructions with regard to the Processing of Personal Information. Our obligations under Sections 3.1 and this 3.2 shall be subject to Section 4.2.
- 3.3 Provided that we Process only the minimum amount of Personal Information necessary, and the output of the Processing is aggregated or De-Identified Data (to which we implement appropriate technical safeguards and businesses processes to prevent the re-identification of individuals), you agree that we may Process Personal Information for additional lawful purposes, including: (i) evaluating, improving and/or developing our Products and Services; (ii) developing new Products and Services; and (iii) analytics and research. We may suggest supplemental educational tools or services to Authorized Users to the extent consistent with Applicable Data Privacy Laws; however, we will not use Personal Information for targeted advertising, without the consent of you or your Authorized Users.
- 3.4 You acknowledge that where we Process personal information: (i) in the context of a direct relationship we have with an Authorized User in the course of providing or offering services to them; or (ii) with the consent of an Authorized User solely with respect to their own personal information, our Processing activities are outside the scope of this DPA. You agree to Anthology's fulfilment of any legally satisfactory request and consent by an Authorized User to download, export, save, maintain, or transfer their own personal information.
- 3.5 In the unlikely event that applicable law or legal process requires us to Process Personal Information other than as instructed, we will notify you unless prohibited from so doing by applicable law.
- 3.6 We agree to uphold our responsibilities under Applicable Data Privacy Laws and to supervise and train our employees accordingly. We will ensure that such persons with access to Personal Information have a business need to access the Personal Information and have committed themselves to confidentiality (or are under an appropriate statutory obligation of confidentiality).
- 3.7 If we receive a request for disclosure of Personal Information by a law enforcement authority or other organization or body, we will:
- (a) refer the requesting authority to you where legally permissible;
 - (b) promptly notify you prior to the compelled disclosure unless legally prohibited;
 - (c) if we are prohibited from notifying you, use our best efforts to obtain a waiver of the prohibition and otherwise take reasonable steps to notify you after the prohibition expires;
 - (d) ensure that the request is legally binding and valid;
 - (e) try to challenge the request and seek interim measures where we believe a request is invalid or unlawful, with a view to suspending the effects of the request until the competent judicial authority has decided on its merits; and
 - (f) interpret requests narrowly and provide only the minimum amount of information permissible to comply with the request.
- 3.8 If, and to the extent, that we receive De-Identified Data from you, then we will take the following measures except as otherwise instructed by you:
- (a) take reasonable measures to ensure the information cannot be associated with an individual.
 - (b) publicly commit to Process the De-Identified Data solely in deidentified form and not to attempt to reidentify the information.

- (c) Contractually obligate any recipients of the De-Identified Data to comply with the foregoing requirements and Applicable Data Protection Laws.

4. Your obligations

- 4.1 You warrant your collection and sharing of Personal Information with us shall comply with Applicable Data Privacy Laws.
- 4.2 You warrant that you will give only lawful instructions. If we hold the view that any instruction of yours contravenes Applicable Data Privacy Laws and/or the DPA, we will notify you, and we are entitled to suspend execution of the instruction, until you confirm such instruction in writing. We have the right to deny the execution of an instruction – even if issued in writing – in case we conclude that we would be liable under Applicable Data Privacy Laws if we execute the instructions you have provided.
- 4.3 You represent and warrant that:
 - (a) you have the authority to provide Personal Information to Anthology, or to permit Anthology to collect directly, for its use in accordance with the Agreement; and
 - (b) you have obtained and provided all required consents and/or disclosures to Authorized Users regarding Anthology's collection, access, transfer, and Processing of Personal Information under this Agreement, including to the extent applicable, to permit Anthology to collect Personal Information directly from students under age thirteen (13) as permitted under the Children's Online Privacy and Protection Act ("COPPA").
 - (c) Except for our Products and Services that specifically require or allow for such data, you will not use the Products and Services to Process any data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), Protected Health Information (PHI) or other legally protected types of data that require standard and controls exceeding the standards and controls described in this DPA.
- 4.4 To the extent necessary to provide you with the Products and Services, you authorize us, our affiliates, and subsidiaries to Process Personal Information and you will facilitate a reasonable method for us to obtain such information, for example via secure transfer from and/or authorized access to your student information systems.
- 4.5 Where Anthology discloses our employees' or contractors' Personal Information to you or an Anthology employee/contractor provides their Personal Information directly to you, which you Process to manage your use of the Products and Services, you will Process that Personal Information in accordance with your data privacy policies and Applicable Data Privacy Laws. We will only make such disclosures where lawful for the purposes of managing your use of the Products and Services.

5. Cooperation

- 5.1 We will, to the extent legally permitted, promptly notify you if we receive an Individual Right Request or redirect such a request to you. Our response to an individual Right Request will be limited to explaining to the individual that the Individual Right Request needs to be addressed to you.
- 5.2 If you do not have the ability to address an Individual Right Request directly through our Products and Services, we will upon your request assist you in responding to the Individual Right Request for the fulfilment of your obligation under Applicable Data Privacy Laws.
- 5.3 Unless legally prohibited, we will make available to you any information you request and otherwise reasonably assist you as necessary to demonstrate compliance with your obligations under Applicable Data Privacy Laws in relation to Personal Information (including obligations under Art. 32 to 36 GDPR).

6. Third Party Access (Sub-processors)

- 6.1 We shall not disclose, release or otherwise transfer Personal Information to any third party without consent from you or an Authorized User, except where such disclosure is permitted (i) to a Sub-processor that Processes Personal Information on our behalf in support of Anthology's Processing of Personal Information in accordance with Section 3.1 or 3.2, (ii) to a third party as reasonably necessary to comply with any applicable law, regulation, or public authority, (iii) to respond or participate in judicial process or to protect the safety of Anthology or our users, or (iv) as otherwise permitted by Applicable Privacy Laws. Without limiting the foregoing, we will not:
 - (a) sell Personal Information or otherwise making Personal Information available to any third party for monetary or other valuable consideration, other than a transfer in the context of a merger, acquisition or other business transaction involving the sale of all or part of the business;
 - (b) share Personal Information with any third party for cross-context behavioral advertising.

- 6.2 The lists of Anthology's current Sub-processors are available at <https://help.blackboard.com/subprocessors> (for products formerly provided as "Blackboard") and <https://help.blackboard.com/Anthologysubprocessors> (for product formerly provided as "Anthology"). Subject [to Section 6.3, you hereby give us a general authorization to engage the Sub-processors listed at these links.](#)
- 6.3 We shall:
- (a) inform you of any intended changes concerning the addition or replacement of Sub-processors at the link in Section 6.2 above (in combination with our email notification mechanism available at the links for which you will need to register to receive notifications) thirty (30) days prior to any changes; and
 - (b) give you the opportunity to raise reasonable objections to such changes within twenty (20) calendar days of such notification. We may add or replace a Sub-processor immediately if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by Applicable Data Privacy Laws.
- 6.4 With regard to our Sub-processors we will:
- (a) conduct due diligence on the data privacy and security measures of new Sub-processors before providing access to Personal Information;
 - (b) enter into a written agreement which requires at least the same level of protection for Personal Information and individuals as set out in this DPA before providing access to Personal Information;
 - (c) restrict the Sub-processor's access to Personal Information only to what is necessary to fulfil our contractual obligations or as otherwise permitted under the Agreement or under Applicable Data Privacy Laws; and
 - (d) remain liable for any Processing of Personal Information carried out by Sub-processors to the same extent we would be liable if performing the Services ourselves.

7. **Customer-Requested Third-Party Access (Third Party Integrations)**

- 7.1 Some of our Products and Services provide for or allow for integrations with third parties products and services. Enabling an integration with the product or service of a third party acting on your behalf and under your instruction ("Third Party Data Processor") by you or your Authorized User within our Products and Services, is considered your authorization and instruction to interact with and exchange the necessary Personal Information with the Third Party Data Processor. You agree that if and to the extent such exchanges of Personal Information occur, between you and us, you are responsible for (i) ensuring that such exchanges are lawful, (ii) the consequences of exchanging the Personal Information to the Third-Party Data Processor, and (ii) entering into separate contractual arrangements with such Third-Party Data Processors binding them to comply with obligations in accordance with Applicable Data Privacy Laws. For the avoidance of doubt, such Third-Party Data Processors are not our Sub-processors.

8. **Personal Information Hosting and Access**

- 8.1 Generally, Anthology has a regional hosting model. For example, in the United States, all Personal Information is hosted on servers in the United States. For the delivery of the Products and Services, support, development, maintenance and similar purposes, your Personal Information may be Processed outside of the country in which it was originally collected.
- 8.2 If your Products and Services are not hosted regionally, you acknowledge and agree that to deliver the Products and Services and for support, development, maintenance and similar purposes, Personal Information may be Processed in countries other than the country in which it was collected. However, we will not Process Personal Information outside of the country it was collected unless such access meets the requirements under Applicable Data Privacy Laws. For sake of clarity, regardless of where we Process Personal Information, all Processing will be carried out in accordance with this DPA.

9. **Personal Information Transfers**

- 9.1 We will comply with all requirements regarding transfers of Personal Information directly applicable to us which do not require your cooperation. If applicable requirements regarding transfers of Personal Information require your cooperation, we will take such steps with you as required or permitted to comply with these requirements.
- 9.2 If you are located in the EEA or the UK, we will not transfer Personal Information to any country outside the EEA or the UK which has not been the subject of a adequacy decision unless we have ensured that such a transfer adequately protects Personal Information and is made pursuant to an appropriate legal transfer mechanism, such as the P2P SCCs, Binding Corporate Rules approved by the European Data Protection Board, or any other legal transfer mechanism.
- 9.3 Notwithstanding the provisions of paragraph 9.2 above, you agree that Personal Information may need to be transferred to Anthology group companies and third-party Sub-processors outside the EEA and the UK, in order for one or more of those

entities to assist with our provision of Products and Services to you. In respect of such transfers, Anthology has implemented an intra-group data transfer agreement based on the P2P SCCs, incorporates P2P SCCs with its third party Sub-processors as required, and has implemented supplementary measures to help ensure that personal information is adequately protected when transferred.

- 9.4 If you are subject to the relevant UK and/or EEA data transfer requirements despite being located outside the EEA or the UK, the following applies;
- (a) If the Anthology entity listed in the Master Agreement or order form is located in the EU or the UK, Section 9.2 and 9.3 above apply (notwithstanding that you are located outside the EEA or the UK).
 - (b) If the Anthology entity listed in the Master Agreement or order form is located outside the EU or UK, Section 9.2 and 9.3 are disapplied and the parties agree that the C2P SCCs are expressly incorporated into this DPA in accordance with Part 1 of Annex C. Further, where the applicable transfers are subject to UK data transfer requirements specifically, such C2P SCCs shall be deemed to be amended by the UK Addendum which shall also be expressly incorporated into this DPA in accordance with Part 2 of Annex C.
- 9.5 To the extent that the P2P SCCs or C2P SCCs and/or the UK Addendum are declared invalid (by, for example, a competent court or authority), we will implement an alternative legal transfer mechanism.

10. **Security**

- 10.1 We will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect including Personal Information. Annex B describes our technical and organizational security measures. The security measures are subject to technological advancements and further development. We are permitted to implement suitable alternative measures, as long as the alternative measures do not materially decrease the level of security applied to the Personal Information and meet the requirements of Applicable Data Privacy Laws.
- 10.2 We will regularly audit and assess our compliance with the technical and organizational security measures.
- 10.3 You are responsible for the appropriate use of the security features and other features of our Products and Services by you and your Authorized Users, including the granting and management of access entitlements. You are responsible for determining whether our Products and Services (including any test and staging environments) and the related security measures are sufficient for the intended Processing of Personal Information before using these Products and Services. We will provide you with any information that is reasonably required to make this determination. If you use one of our Products and Services that require you to schedule and install updates, you are responsible for ensuring that you promptly install any recommended updates once available and that you use the recommended most recent versions of our Products and Services.

11. **Security Incident**

- 11.1 Anthology maintains a documented security incident response plan which is regularly tested.
- 11.2 Upon becoming aware of a Security Incident, we will (i) promptly investigate such Security Incident in accordance with our security incident response plan, (ii) take all measures and actions as are reasonably necessary to remedy or mitigate the effects of such Security Incident, and (iii) notify you promptly and without undue delay (and in any event within the time period required by applicable law) in writing upon confirmation of a Security Incident involving the unauthorized access, acquisition or disclosure of Personal Information that compromises the security, confidentiality or integrity of the Personal Information or as otherwise required by Applicable Data Privacy Laws ("Confirmed Security Incident").
- 11.3 In the event of a Confirmed Security Incident, we will:
- (a) provide timely cooperation and assistance as you may require to fulfil your Security Incident reporting obligations under Applicable Data Privacy Laws.
 - (b) assist you in relation to any Security Incident notifications you may be required to make under applicable law. To the extent such information is available and required by law, the notification under Section 11.2 shall include the following:
 - (i) a general description of the Security Incident, including the nature and date of the Security Incident;
 - (ii) the categories and approximate number of individuals concerned;
 - (iii) the categories and approximate number of Personal Information records concerned;

- (iv) the likely consequences of the Security Incident;
- (v) the measures used to protect the Personal Information;
- (vi) the measures we have taken or propose to take to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects; and
- (vii) the name and contact details of our relevant point of contact with regard to the Security Incident.

(c) Upon request, provide reasonably requested information about the status of any Anthology remediation and restoration activities and keep you informed about all material developments in connection with the Security Incident.

11.4 In the event of a Confirmed Security Incident, you will be responsible for the timing, content, and delivery of any legally required notification to your Authorized Users who are impacted by such Confirmed Security Incident and to any regulator or third party in accordance with applicable law. If, due to a Confirmed Security Incident which results from a breach of the data security obligations set forth in Annex B by Anthology, its agents, or Sub-processors acting on its behalf, any third-party notification is required under applicable law, Anthology shall, subject to the limitations of liability in the Agreement, reimburse you for all reasonable "Notification Related Costs." Notification Related Costs are limited to internal and external costs associated with addressing and responding to the Confirmed Security Incident, including but not limited to: (a) preparation and mailing or other transmission of notifications required by applicable law; (b) establishment of an adequate call center and other communications procedures in response to the Confirmed Security Incident; (c) costs for remediation measures such as credit monitoring or reporting services for affected individuals for at least twelve (12) months in relation to a Security Incident that involves social security numbers, or to the extent required by law. With respect to any Security Incident which does not result from a breach of the data security obligations set forth in Annex B by Anthology, its agents, or Sub-processors acting on its behalf, any third-party notifications, if any, shall be at your expense.

11.5 Anthology's obligation to report or respond to a Confirmed Security Incident under this Section 11 is not and will not be construed as an acknowledgement by Anthology of any fault or liability of Anthology with respect to the Confirmed Security Incident.

11.6 Unless prohibited by law, you will notify us before communicating the Confirmed Security Incident to a third party (whether to any regulators, Authorized Users, clients, or the public) and provide us with copies of any written documentation to be filed with the regulators and of any other notification you propose to make which references us, our security measures and/or role in the Confirmed Security Incident, whether or not by name. Subject to your obligations to comply with any mandatory notification deadlines under Applicable Data Privacy Laws, you will consult with us in good faith and take account of any clarifications or corrections we reasonably request to such notifications or communications, and which are consistent with Applicable Data Privacy Laws.

12. **Audit**

12.1 We will, by way of regular internal or external audits, verify that the Processing of Personal Information complies with Applicable Data Privacy Laws.

12.2 Subject to Sections 12.3 -12.5, we will allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you regarding our compliance with the DPA and Applicable Data Privacy Laws.

12.3 To fulfil our obligations under 12.2, we will provide you, upon request, appropriate documentation to assist you with your audit obligations, including (and as available), Higher Education Community Vendor Assessment Toolkit (HECVAT) reports, ISO certification documents, and SOC 2 reports.

12.4 If, after review of the documentation provided in accordance with Section 12.3, you require further information to meet your obligations under Applicable Data Privacy Laws, you may request further information with an explanation regarding what further information is required and why it is required.

12.5 If after review of the additional documentation provided in accordance with Section 12.4, you still require further information to meet your obligations under Applicable Data Privacy Laws, you may no more once per year, request an audit where Applicable Data Privacy Laws grant you the right to conduct an audit.

12.6 You will reimburse us for reasonable expenses for any time expended for the audits conducted in accordance with Section 12.5. Requests need to be made at least fourteen (14) days in advance in writing, and we will mutually agree upon the scope, timing, and duration of the audit and the execution of an appropriate confidentiality agreement.

12.7 Any information made available in accordance with this Section 12 shall be deemed Confidential Information. Upon request, you will provide us with a copy of any audit reports produced in relation to audits conducted under this section, unless

prohibited by applicable law. You will promptly notify us regarding any possible non-compliance discovered during the course of an audit, and we will use commercially reasonable efforts to address any confirmed non-compliance as soon as practicable.

13. Deletion or return of Personal Information

- 13.1 Upon expiration or termination of the Products or Services, or such earlier time upon request, we will delete the relevant Personal Information in our possession, custody or control within a reasonable time and procure the deletion of all copies of Personal Information processed or maintained by any Sub-processors. At your request and your expense, we will return such Personal Information to you before deleting it, provided that a request for the return of Personal Information is submitted to Anthology in writing at least thirty (30) days prior to the date of termination. If no such request for the return of Personal Information is received, Anthology may, but shall have no obligation to, maintain or return Personal Information more than 10 days after the termination of the Products or Services. We will certify the deletion of Personal Information upon request.
- 13.2 Notwithstanding the foregoing, we may retain Personal Information to the extent: (i) required by applicable laws; (ii) required as part of our automated backup and recovery processes so long as the backup and recovery storage system is inaccessible to the public, Processing is limited to back-up and recovery purposes and governed by the protection of this DPA; (iii) an Authorized User has downloaded, saved, transferred or otherwise maintained their own personal information in a personal account in accordance with Section 4.3; and/or (iv) it is aggregated or De-Identified Data and Anthology has implemented technical safeguards and business processes to prohibit the reidentification of the information with an individual. If you request deletion of Personal Information in archival and back-up-files, you shall bear the costs including costs for business interruptions associated with such request.

14. Final provisions

- 14.1 Unless specifically stipulated to the contrary by the Parties, the duration of this DPA will be coterminous with the term of the Agreement. Our obligations under the DPA will continue to apply as long as we Process Personal Information.
- 14.2 This DPA is incorporated into and made a part of the Agreement by this reference and replaces any arrangements agreed earlier between the parties in respect of the Processing of Personal Information related to the Agreement. In the event of a conflict between this DPA and any other provision of the Agreement between you and us, this DPA will prevail; provided that if you and we have agreed in an Order Form to any terms that are different from this DPA, the terms in such Order Form will prevail. Notwithstanding the foregoing, in the event of a conflict between: (a) the DPA; (b) any provision of the Agreement; or (c) the Order Form, and the SCCs, the SCCs shall prevail.
- 14.3 Notwithstanding any notice requirements in the Agreement, we may update this DPA from time to time to better reflect changes to the law, new regulatory requirements or improvement to the Products and Services. The updated Terms shall be posted here: <http://agreements.blackboard.com/bbinc/data-processing-addendum.aspx>. If any update to the DPA constitutes a material change to the ways in which we Process Personal Information, or materially affects your use of the Products and Services or your rights herein, we will provide you with reasonable notice prior to the changes taking effect. Your continued use of the Service thereafter shall constitute acceptance to be bound by the updated DPA.

Annex A – Details of Processing

This Annex A describes the Processing of Personal Information as required under some Applicable Data Privacy Laws such as GDPR.

The details of the Processing depend on your use of our Products and Services but will typically be as follows:

Categories of Personal Information

- Name or unique identifiers
- Personal contact information and information about role at institution
- Date of birth, gender, parent or guardian/student relationships
- Access credentials such as usernames and passwords, profile settings, language information
- Information related to the devices accessing our Products and Services, service or browsing history, location data
- Information provided by social networks (only where Customer enables integrations with social networks),
- Admissions and enrolment information
- Course and degree information such as grade level, teachers, classes/sections/courses, grades, assignments, tests, books, attendance, homework, degree type
- Personal information contained in content generated and/or provided by an Authorized User such as submitted papers, assignments, blog and discussion posts, messages sent within Products and Services contributions to online collaboration such as chats and audio/video conferencing
- Information about non-curricular groups and activities
- For Products and Services supporting the management of financial aid only: Financial information, tax information, information about eligibility for financial aid, last 4 digits of Social Security Number, and other information necessary for the management of financial aid
- For Products and Services supporting alumni management: Donation tracking, gift processing and other information required for the management of alumni and donations
- For Anthology Finance & Human Capital only: Personal Information related to recruitment and management of staff including performance and compensation information
- For Anthology Payroll only: Staff compensation, bank account and other information required for payroll management
- For Anthology Encompass only: Credit card transactions and information
- Reporting and analytics information including predictive analytics based on the above data categories
- If the definition of Personal Information under Applicable Data Privacy Laws such as POPIA includes information about juristic persons: Company registration information, contact details of authorized representatives, registered address, applicable tax numbers, financial information, relevant registrations, and other information which may be relevant to our engagement with you

Special Categories of Personal Information (if any)

Our Products and Services are generally not intended to Process Special Categories of Personal Information. Any Processing of Special Categories of Personal Information is determined and controlled by you in compliance with Applicable Data Privacy Laws.

Special Categories of Personal Information may include: (a) Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data and biometric data Processed for the purpose of uniquely identifying an individual; and (c) data concerning health or data concerning an individual's sex life or sexual orientation.

Categories of Data Subjects

Customer's representatives (such as employees, contractors, consultants, and agents) and Customer's constituents (such as students, prospective students, alumni, donors, parents, teachers, administrators, guest users invited by Customer or its Authorized Users, and other Authorized Users.

Subject matter, purpose and nature of Processing

As a provider of education technology solutions, we Process Personal Information provided by you or your Authorized End Users on your behalf and under your instructions within the scope of the Agreement. Processing operations may include storage and other Processing necessary to provide our Products and Services and otherwise perform our obligations as described in Section 3.

Duration of Processing

We will Process Personal Information for the period permitted under the Agreement, or until you direct us to return or delete it in accordance with the DPA.

Annex B – Security Measures

We use the following appropriate technical and organizational measures to protect Personal Information which have to meet, at a minimum, the level required by Applicable Data Privacy Laws:

Management controls

- We maintain a comprehensive information security program with an appropriate governance structure (including a dedicated Information Security team) and written security policies to oversee and manage risks related to the confidentiality, availability, and integrity of Personal Information.
- We align our information security program and measures with industry best practices, such as the International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 27001, Open Web Application Security Project (OWASP), and National Institute of Standards and Technology (NIST) 800 frameworks. These controls are distilled and incorporated into an internal compliance framework that is applicable to all Products and Services.
- We use internal resources and third-party contractors to perform audits and vulnerability assessments and provide guidance on best practices for select systems containing Personal Information. System assessments and network audits are performed regularly. Issues identified during audits are prioritized and remediated as part of ongoing security monitoring using a risk management methodology.
- Our employees receive security and data privacy training when they start and annually thereafter. Awareness campaigns are used to raise awareness about information security risks and our information security policies and procedures. Select staff, such as developers, receive additional security training tailored to their job role. Completion of training is tracked.
- New employees undergo background checks prior to onboarding, where permitted by applicable law, and sign a confidentiality agreement.
- Employees are required to comply with internal policies on the acceptable use of corporate IT assets. These policies address requirements on clean desk and secure workspaces, protecting system resources and electronic communications, protecting information, and general use of technology assets. Our employees are made aware that non-compliance with these policies can lead to disciplinary action, up to and including termination of employment/contract.
- We maintain a vendor risk management program to manage the security and integrity of our supply chain. Our procurement process for third party service providers that have access to confidential information (including Personal Information) includes a vendor security and privacy assessment review and a contract review by our Legal team.
- We have a documented security incident response process for responding to, documenting, and mitigating Security Incidents and notifying our clients, authorities or other parties as required. The process is reviewed and tested regularly.

Admission control

- We employ appropriate physical safeguards to prevent unauthorized persons from gaining access to the premises where Personal Information is collected, processed, and used. Such premises may only be entered by us and/or our agents.
- We and our service providers implement physical security controls for the data centers used to store Personal Information. These controls are commensurate with industry best practices and local regulations, which include 24x7x365 video monitoring, guards, secured ingress/egress, badged access, sign-in/sign-out logs, restricted access, and other best practices.
- We use appropriate measures to secure buildings, such as using access cards or fobs for employee access.
- We use appropriate measures to ensure that Personal Information held in hardcopy are kept securely e.g., in locked rooms or filing cabinet. Generally, steps are taken to ensure that access to hardcopy Personal Information is limited in the same way it would be on an electronic IT system, i.e., access is limited to those individuals where it is necessary for them to have access in order for them to perform their job role.

Entry control

- We use appropriate measures to prevent unauthorized parties from accessing or using our systems containing Personal Information.
- We require authentication and authorization to gain access to systems that Process Personal Information (i.e., require users to enter a user id and password before they are permitted access to such systems).
- We have procedures in place to permit only authorized persons to access Personal Information internally or externally by using authentication procedures (e.g., by means of appropriate passwords), except as otherwise enabled by you.

Access control

- We employ appropriate measures to prevent individuals accessing Personal Information unless they hold a specific access authorization.
- We only permit access to Personal Information which the employee (or agent) needs for his/her job role or the purpose they are given access to our systems for (i.e., we implement measures to ensure least privilege access to systems that Process Personal Information). System administration and privileged access is controlled and enforced on a need-to-know basis and is reviewed regularly.
- We have in place appropriate procedures for controlling the allocation and revocation of access rights to Personal Information. For example, having in place appropriate procedures for revoking employee access to systems that Process Personal Information when they leave their job or change role. Unnecessary and default user accounts and passwords are disabled on servers.
- Our systems containing Personal Information are protected by user identifiers, passwords, and role-based access rights. Special access rights are produced for the purposes of technical maintenance which do not allow access to Personal Information.
- We implement methods to provide audit logging to establish accountability by monitoring network devices, servers, and applications. Where applicable, aberrant activity generates alerts for investigation and/or action.
- All employees must use multi-factor authentication for remote access to IT assets within the corporate network.
- We take appropriate administrative safeguards to protect our services against external attacks, including, for example, deploying firewalls and using services to provide 24x7x365 security monitoring of our data centers to protect and defend against external security threats.

Transmission control

- We encrypt Personal Information while in transit over the internet to preserve its confidentiality and integrity.

Input control

- We maintain logging and auditing systems to monitor activity related to the input of Personal Information.

Order control

- We ensure that all requests from you with respect to Personal Information are processed strictly in compliance with your instructions through the use of clear and unambiguous contract terms; comprehensive Statements of Work; appropriately designed policies and processes, and training.

Availability control

- We protect Personal Information in our possession against unintentional destruction or loss by implementing appropriate management, operations, and technical controls such as firewalls; monitoring; and backup procedures.
- Example measures that may also be taken include mirroring of storage media, uninterruptible power supply (UPS); remote storage; and disaster recovery plans.

Annex C (C2P SCCs and UK Addendum for Clients Located Outside the EEA or the UK)

Part 1 - C2P SCCs

In relation to the C2P SCCs incorporated in accordance with Section 9.4,

- (a) the optional clause 7 (docking clause) is not used;
- (b) for clause 9(a), option 2 (general written authorization) is selected and the specified time period is thirty (30) days;
- (c) the optional language at clause 11(a) (redress) is not used;
- (d) for clause 13(a), the first optional paragraph is used;
- (e) for clause 17, the selected governing law shall be the law of the Netherlands;
- (f) for clause 18(b), the selected forum shall be the courts of the Netherlands;
- (g) for Annex I, Part A:
 - (i) the data exporter is you and the data importer is the Anthology group entity listed in the Master Agreement and/or relevant order form;
 - (ii) the data exporter's, and data importer's, name and address, and the contact person's contact details, shall be those specified in the Master Agreement and/or relevant order form, and the contact person shall be the respective signatories to the Master Agreement and/or relevant order form;
 - (iii) the activities relevant to the data transferred under these Clauses shall be: the data exporter has entered into the Master Agreement with the data importer for the provision of the Products and Services (as defined in the Master Agreement), and the data importer provides the Services in accordance with the Master Agreement, order form and this DPA; and
 - (iv) the Parties agree that the signature of the Master Agreement and/or relevant order form shall constitute execution of the C2P SCCs, on the date of the Master Agreement and/or relevant order form.
- (h) for Annex I, Part B:
 - (i) the categories of data subjects, categories of personal data sensitive data transferred, and the purpose and nature of the process shall be as specified in Annex A to this DPA;
 - (ii) the frequency of the transfer shall be ongoing until the personal data is deleted in accordance with the Agreement and the DPA; and
 - (iii) the period for which the personal data will be retained shall be in accordance with the terms of the Agreement and the DPA
- (i) for Annex I, Part C, the competent supervisory authority shall be the Dutch Data Protection Authority;
- (j) for Annex II, the technical and organizational security measures shall be those specified in Annex B to this DPA; and
- (k) for Annex III the authorized sub-processors are those listed at the links available in Section 6.2 in of the DPA.

Part 2 – UK Addendum

In relation to the UK Addendum incorporated in accordance with Section 9.4:

- (a) For Table 1:
 - (i) The start date shall be the date of the Master Agreement and/or the relevant order form;
 - (ii) The parties' details shall be as specified in the incorporated C2P SCCs;

- (iii) The key contact details shall be that of the signatory to the Master Agreement and/or the relevant order form;
- (iv) the Parties agree that the signature of the Master Agreement and/or relevant order form shall constitute execution of the UK Addendum, on the date of the Master Agreement and/or relevant order form.

(b) For Table 2, the first option shall be deemed selected.

(c) For Table 3, the details to be included shall be those set out in the incorporated C2P SCCs.

(d) For Table 4, neither Party is selected.

Appendix #2

Blackboard Learn SaaS Specifications and Service Levels

SPECIFICATIONS

Notes:

- o Data Restoration Policy – per restore fees are separately charged per chargeable restore incident.
- o **Additional Storage Annual Fees are separately charged.**

+ Blackboard Learn SaaS Standard:

- Initial Term Annual Fee for each solution includes 1 TB of storage (unless otherwise stated on the Order Form)
- Additional storage for each solution is separately charged
- Includes pre-installed set of Blackboard, Premier Partner, commercial, and open-source Building Blocks defined by Blackboard. Customer is limited to this pre-installed set of Building Blocks and is prevented from removing/installing other Building Blocks.
- Non-Production Test Environment
 - o Includes instance of Test Environment in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - o Includes 20 GB of storage.
 - o Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set.
 - o By its nature DOES NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees.

++ Blackboard Learn SaaS Plus:

-
- Initial Term Annual Fee for each solution includes 1 TB of storage (unless otherwise stated on the Order Form)
 - Additional storage for each solution is separately charged
 - Includes Flexible Deployment Option. Customers are on the Continuous Delivery update schedule by default and updates are automatically applied by Blackboard. Customers that choose to exercise the Flexible Deployment Option may instead take major updates to their SaaS environment twice per year instead of on the Continuous Delivery schedule. Maintenance, bug fixes, and security will still be deployed on a Continuous Delivery update schedule.
 - Non-Production Test Environment
 - o Includes instance of Test Environment in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - o Includes 20 GB of storage.
 - o Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set.
 - o By its nature DOES NOT meet the Service Level specifications and therefore, DOES NOT qualify for Service Level Guarantees.

+++ Blackboard Learn SaaS Advantage:

Includes Non-Production Test Environment, Staging Environment, and Service Delivery Team resources dedicated to SaaS Advantage level clients, all described below.

- Initial Term Annual Fee for each solution includes 1 TB of storage (unless otherwise stated on the Order Form)
- Additional storage for each solution is separately charged
- Includes Flexible Deployment Option. Customers are on the Continuous Delivery update schedule by default and updates are automatically applied by Blackboard. Customers that choose to exercise the Flexible Deployment Option may instead take major updates to their SaaS environment twice per year instead of on the Continuous Delivery schedule. Maintenance, bug fixes, and security will still be deployed on a Continuous Delivery update schedule.
- Non-Production Test Environment
 - o Includes instance of Test Environment in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - o Includes 20 GB of storage.
 - o Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set.
 - o By its nature DOES NOT meet the Service Level specifications and therefore, DOES NOT qualify for Service Level Guarantees.
- Staging Environment
 - o Includes installation of Staging Environment on computer servers and systems in Blackboard's production environment.
 - o Includes 100 GB of storage (not including production clones).
 - o Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.

- o Per Customer request, Blackboard will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
- o Is designed for Customer to test and approve new update software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
- o 99.9% Availability guarantee applies for all Staging Environments
- Direct Data Access Non-Production Database Server
 - o Direct Data Access Non-Production Database Servers are intended for use with the Blackboard Open Database Schema
 - o Direct Data Access environments are not to be used for Production purposes
 - o A single username/password will be provided for access to the environment.
 - o The production database will be replicated automatically on a continuous basis to the Direct Data Access server environment.
 - o Includes 700GB of server storage and grants access to the Full Database Schema with some restrictions in order to maintain a high level of security within the SaaS environment
 - o The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of infrastructure
 - o Non-Production Environments by its nature DO NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees
 - o Access to the Direct Data Access environment will be limited to a specific set of IP address via Blackboard's firewall
 - o Users will have read-only access and can query the database using any desired SQL or reporting tool
 - o Content files submitted into the system (e.g. Word documents and PowerPoint files) would not be copied and thus cannot be queried
- Service Delivery Team Resources
 - o Includes monthly utilization of dedicated Service Delivery Team staff resources.
 - o [Blackboard Learn SaaS Specifications and Service Levels](#)
 - o Service Delivery Team consists of Service Delivery Manager (SDM) and Service Delivery Engineer (SDE) resources dedicated to select SaaS clients only, and the team resources can be purchased such that aggregate team resource utilization rate of **on average 10 hours per week** are available for Customers. A client will receive individual SDM resource dedicated to customer in terms of the management, communication and documentation responsibilities outlined below AND SDE resource for premium level of support (dedicated Tier2 and Subject Matter Expertise on Blackboard Learn and a number of other Blackboard products). The Service Delivery Team will provide monthly Service Delivery Team resource utilization report to Customer, providing aggregate team resource consumption time detail.
 - o Roles and responsibilities of the SDM will primarily fall under the following three objectives: management, communication and documentation.
 - A. **Management** – Plan and project manage Customer's SaaS infrastructure implementation, growth, and planned and reactive changes. To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - Central Point of Contact and Escalation: The SDM will be the central point-of-contact within Blackboard Client Support and maintain day-to-day knowledge of all plans, activities, and status of projects and issues involving Customer's SaaS environment and act as a coordinator within Blackboard for all operational and support issues on Blackboard products that Customer owns.
 - Infrastructure Management: Plan and manage projects involving Customer's environment for scalability, optimal performance, and growth in coordination with Customer and all elements within Blackboard
 - Internal Blackboard Delivery Coordination: Coordinate with Tier-1 Support Team, SDE resources, Cloud Operations and Engineering, Blackboard Consulting Project Management and other elements of Blackboard as needed to deliver and manage Customer's requirements
 - Support Activities: Manage directly support activities with SaaS and hosted Blackboard applications and infrastructure, leveraging Tier-1 team dedicated to Service Delivery Team and SDE resources, including but not limited to:
 - o Direct oversight of ticket prioritization and escalation within Blackboard
 - o Risk assessment of support activities focused on impact analysis and evaluation based on updates and upgrades

- **Software Update Management:** Customers are on the Continuous Delivery update schedule by default and updates are automatically applied by Blackboard. To the extent that the customer chooses the Flexible Deployment Option for Learn SaaS, design and implement SaaS testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes. (The Flexible Deployment Option allows the customer to choose to take major updates to their SaaS environment twice per year instead of on the Continuous Delivery schedule. Maintenance, bug fixes, and security will still be deployed on a Continuous Delivery update schedule.)
 - **Auditing:** Regularly conduct systems audit and analysis on Customer's environment's performance and utilization for proactive monitoring, infrastructure management, forecasting and reporting purposes
 - **Customer Business Planning Integration:** Keep master schedule of Customer's academic activities and key events/milestones. Communicate to entire Blackboard Team on critical events on the calendar.
- B. **Communication** - Build and execute business processes for communication and Customer support (with a special focus on providing transparency and visibility into the purchased services and change management). To meet this objective, the SDM's tasks may include, but not be limited to, the following:
- **Contact:** Be fully dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/email/instant messenger (or other contact method) for day-to-day SaaS support requests and status reporting
 - **Project Communication:** Build two-way communication processes in coordination with Customer for project management, support issue review and escalation, and other communication procedures as necessary
 - **Regular Reporting:** Coordinate and facilitate regularly scheduled (weekly or monthly or quarterly) and ad-hoc project and status update meetings
 - **Channel Management:** Modify and update communication processes and channels as deemed necessary
- C. **Documentation** - Document and report on Customer's SaaS environment, projects status, escalation issues, and other Customer-owned Blackboard products. Complete and thorough documentation will be a key aspect of meeting the management and communications objectives of the Service Delivery Team. As such, the SDM will provide the following documents during the life of the relationship between the SDM and Customer:
- **Operations and Plans:** Develop detailed documents including Escalation process, Operations Handbook, Infrastructure overview and implementation plans
 - **Regular Status Reporting:** Document and provide weekly reports on all project plans and updates, and post-meeting (conference calls) minutes to Customer
 - **Monthly Reporting:** Document and provide monthly updated reports to Customer on items including but not limited to actual performance metrics against Service Level Agreement (SLA) requirements, monthly utilization rate of the Service Delivery Team resources, system utilization information and other relevant materials. Service Delivery Team will make best effort to customize the monthly reports per Customer's preferences.
 - **Change Management/Status (I):** Provide timely and detailed reports of planned SaaS environment changes; planned or unplanned service outages, or degradation of services; and issue resolution reports
 - **Change Management/Status (II):** Document and communicate any procedural changes that regulate the flow of updates to the production SaaS environment
 - **SLA Performance Reporting/Analysis:** Specifically against contractual SLA requirements, provide monthly reports on system utilization and performance, including host latency graphs, user activities summaries, and systems performance analysis. Goal will be to develop, mutually with Customer, a standard set of reporting for overall systems performance and management.

+Blackboard Learn SaaS Update Support Add-On [**OPTION ONLY AVAILABLE TO SAAS PLUS CUSTOMERS**]

Customers are on the Continuous Delivery update schedule by default and updates are automatically applied by Blackboard. To the extent that the customer chooses the Flexible Deployment Option for Learn SaaS, the SaaS Update Support option may be desirable to design and implement SaaS testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes. (The Flexible Deployment Option allows the customer to choose to take major updates to their SaaS environment twice per year instead of on the Continuous Delivery schedule. Maintenance, bug fixes, and security will still be deployed on a Continuous Delivery update schedule.) During major update periods, this includes a Non-Production Staging Environment and a Platinum Project Manager, each described below.

- Non-Production Staging Environment
 - o Includes installation of Staging Environment on computer servers and systems in Blackboard's production environment. o Includes 100 GB of storage (not including production clones).
[Blackboard Learn SaaS Specifications and Service Levels](#)
 - o Is not designed to fully replicate or clone the production environment in terms of physical infrastructure. o Includes **cloning of Customer's production data set as needed for practice update purposes.**

- o Is designed for Customer to test and approve new update software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
- o 99.9% Availability guarantee applies for all Staging Environments
- The Platinum Project Manager is a proactive relationship manager whose primary goal is to manage the Customer's Flexible Deployment Option update periods from the Blackboard side. He/ she will work as a single point-of-contact for such updates.
- Business Objectives of the Platinum PM (PPM):
 1. Management
 - a. Central Point of Contact and Escalation: The PPM will be the central point-of-contact within Blackboard during the update period, lasting no longer than three months per update with no more than two major updates during a year term.
 - b. Internal Blackboard Delivery Coordination: Coordinate with Blackboard Consulting Project Management, Developers, Customer's technical support team, Cloud Operations, Engineering, and other elements of Blackboard to deliver and manage Customer's requirements during the update periods.
 - c. Infrastructure and Software Update Management: Design and implement SaaS environment testing and/or staging in coordination with Customer as necessary for testing and evaluation.
 2. Communication
 - a. Contact: Be dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/ email/ instant messenger (or other contact method) for day-to-day SaaS environment update project status reporting.
 - b. Project Communication: Build pro-active, two-way communication processes in coordination with Customer for update project management, support issue escalation during the update project period, and other communication procedures as necessary.
 - c. Regular Reporting: Coordinate and facilitate regularly scheduled (weekly or bi-weekly) and ad-hoc project and status update meetings surrounding the update project.
 3. Documentation
 - a. Update Project Planning and Regular Status Reporting: Document update project plans with milestones, timelines, and resource requirements. Provide weekly updates to Customer on status of the project plan until the update has completed successfully with the Customer's approval for project closure.

+Blackboard Learn SaaS Staging Environment Add-On: **[OPTION ONLY AVAILABLE TO SAAS PLUS CUSTOMERS]**

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- Staging Environment
 - o Includes installation of Staging Environment on computer servers and systems in Blackboard's production environment.
 - o Initial term fee includes 100 GB of storage (not including production clones).
 - o The Staging Environment is not designed to fully replicate or clone the production environment in terms of infrastructure.
 - o Per Customer request, Blackboard will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - o The Staging Environment is designed for Customer to test and approve new update software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
 - o 99.9% Availability guarantee applies for all Staging Environments

+Blackboard Learn SaaS Direct Data Access Non-Production Database Server Add-On: **[OPTION ONLY AVAILABLE TO SAAS PLUS CUSTOMERS]**

- Direct Data Access Non-Production Database Servers are intended for use with the Blackboard Open Database Schema
- Direct Data Access environments are not to be used for Production purposes
- A single username/password will be provided for access to the environment
- The production database will be replicated automatically on a continuous basis to the Direct Data Access server environment.
- Initial Term Fee includes 700GB of server storage and grants access to the fFull Database Schema with some restrictions in order to maintain a high level of security within the SaaS environment
- The Non-Production Environment is not designed to fully replicate or clone the production environment in terms of infrastructure
- Non-Production Environments by its nature DO NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees
- Access to the Direct Data Access environment will be limited to a specific set of IP address via Blackboard's firewall
- Users will have read-only access and can query the database using any desired SQL or reporting tool
- Content files submitted into the system (e.g. Word documents and PowerPoint files) would not be copied and thus cannot be queried

CUSTOMERS]

- Service Delivery Team Resources
 - o Includes monthly utilization of dedicated Service Delivery Team staff resources. o **FOR SAAS ADVANTAGE CUSTOMERS:**
 - o Service Delivery Team consists of Service Delivery Manager (SDM) and Service Delivery Engineer (SDE) resources dedicated to SaaS clients only, and the team resources can be purchased such that aggregate team resource utilization rate of **an additional 10 hours per week on average** are available for Customers above what is included in SaaS Advantage.
 - ! For example, a SaaS Advantage customer that chooses a 10 hours per week SaaS SDM Upgrade Add-On will have a total SDM commitment of 20 hours per week – 10 that come with SaaS Advantage and 10 from the upgrade.
 - o A client will receive individual SDM resource dedicated to customer in terms of the management, communication and documentation responsibilities outlined below AND SDE resource for premium level of support (dedicated Tier2 and Subject Matter Expertise on Blackboard Learn and a number of other Blackboard products). The Service Delivery Team will provide monthly Service Delivery Team resource utilization report to Customer, providing aggregate team resource consumption time detail.
 - o Roles and responsibilities of the SDM are as detailed in the specifications for SaaS Advantage.

Blackboard Learn SaaS Specifications and Service Levels

EXHIBIT A --- Service Levels

SaaS Software Setup and Access

Blackboard is responsible for the setup and initial configuration of the SaaS Software, including all elements reasonably necessary to operate and maintain the SaaS Software. Setup and initial configuration occurs after Customer execution of the applicable Order Form and varies in duration depending on the type of SaaS Services ordered and the extent of any migrations from existing services. Customer is responsible for providing Blackboard sufficient information required by Blackboard to perform its obligations herein. If Customer does not take the required steps to enable or access the SaaS Software within 90 days of the Effective Date of the applicable order form, then delivery of such software shall be deemed complete.

Following setup and initial configuration, Blackboard shall provide Customer with the procedures necessary to enable Customer's access and use, and Customer's provisioning of its Authorized End Users' access and use of the SaaS Software as contemplated herein. The procedures may include access codes, passwords, technical specifications, connectivity standards, and protocols.

Service Levels and Credits

Blackboard shall use commercially reasonable efforts to make the SaaS Software Available, as defined below, twenty-four (24) hours a day, seven (7) days a week, with a minimum targeted uptime of 99.9% per calendar month. The SaaS Software shall be considered "Available" unless and to the extent an Authorized End User cannot reasonably access the SaaS Software other than as a result of (a) scheduled maintenance, or (b) issues outside the reasonable control of Blackboard, including without limitation (i) packet loss, latency, or unavailability due to Internet or telecommunications problems outside the Blackboard network, and (ii) third-party software integrations requested or deployed by Customer.

Service credits for Blackboard's failure to meet the Availability service level of 99.9% per calendar month are as follows:

<u>Length of Unavailability (per calendar month)</u>	<u>SaaS Software Service Credit</u>
1 to 4 aggregate hours below 99.9% Availability	1 day of service fees (i.e., 1/30 monthly fees)
4 to 48 aggregate hours below 99.9% Availability	2 days of service fees (i.e., 1/15 monthly fees)
48 to 96 aggregate hours below 99.9% Availability	5 days of service fees (i.e., 1/6 monthly fees)

*Each block of 96 hours below 99.9% Availability thereafter shall be credited 5 days of service fees.

Upon Customer's request within seven (7) days from the end of the applicable calendar month, Blackboard will provide a report generated by a commercial tool showing service level performance for the preceding month. Customer must notify Blackboard of its request for any earned service credits within seven (7) days from receipt of the report for the applicable calendar month or the credits are forfeited. In order to be eligible, Customer must be in compliance with the Agreement, including the contracted Active User Capacity and storage quota, and be operating in the current version of the SaaS Software. The above service credits shall be Customer's sole and exclusive remedy for Blackboard's failure to meet the Availability service level. The aggregate maximum number of service credits to be issued by Blackboard to Customer for any and all such failures during any given calendar month shall not exceed the fees for one month of service. All service credits shall be applied to the next period's SaaS Software fees.

Monitoring and Maintenance

Ongoing Monitoring

The SaaS Software is monitored and maintained in accordance with industry standards. Blackboard implements a software monitoring system to provide real-time information about the SaaS Software environment to Blackboard system administrators. Blackboard shall monitor and maintain the environment to ensure appropriate operation, in its sole discretion. Customer shall be notified by email in advance of periods of scheduled maintenance and required repairs.

Backup and Disaster Recovery

Blackboard provides comprehensive redundant backups. Blackboard implements a backup strategy of performing daily backups and retains backup data for one month. Where possible, data is replicated to an offsite location. In the event of a disaster, Blackboard will use reasonable efforts to restore service. Blackboard will not attempt to restore service if such attempt may, in Blackboard's sole discretion, put Blackboard, its employees, or its agents at risk for injury.

Outages

Upon receipt of notification of a problem with the SaaS Software, Blackboard will investigate the problem and determine if a System Outage exists. For purposes of this subsection, a "System Outage" means the SaaS Software is not Available. If the problem is due to a System Outage, Blackboard will notify Customer's designated technical contact via email. This notice will include the reason for the System Outage and estimated time for restoration of SaaS Software, to the extent known by Blackboard at the time of such notice. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the System Outage within the time estimate provided to Customer.

Following recovery from any System Outage, Blackboard will provide Customer with a post-incident summary that includes:

- ! cause of the System Outage (if determined);
- ! method used to correct the problem; and
- ! measures Blackboard will take to prevent similar System Outages in the future (if any).