

## PROGRAM AGREEMENT

The Arizona Board of Regents for and on behalf of Arizona State University (“ASU”) and Starbucks Corporation (“Starbucks”), hereby enter into this Program Agreement (this “Agreement”), effective as of June 9, 2014 (the “Effective Date”). The parties hereby agree as follows:

### 1. Definitions

Except as otherwise defined in a specific provision of this Agreement, capitalized terms used in this Agreement will have the meanings set forth in this Section 1 (Definitions).

“**Academic Year**” means ASU’s academic year commencing with the Fall semester and continuing through the Spring and Summer semesters.

“**ASU Confidential Information**” means all information and documentation of ASU, whether disclosed to or accessed by Starbucks in connection with this Agreement both before and after the Effective Date; provided, however, that “ASU Confidential Information” will not include information that (1) is independently developed by the recipient, as demonstrated by the recipient's written records, without violating the disclosing party's proprietary rights, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than under this Agreement or any confidentiality agreements between Starbucks and ASU entered into before the Effective Date or (5) is rightfully received by a party free of any obligation of confidentiality, provided that (a) such recipient has no knowledge that such information is subject to a confidentiality agreement and (b) such information is not of a type or character that a reasonable person would have regarded as confidential.

“**ASU Trademarks**” means any trade name, trademark, service mark, logo, copyright, domain name, and any other distinctive brand feature owned or used by ASU.

“**CAP Reimbursement**” means a grant available from Starbucks to an Eligible Partner that reimburses up to 58% of the Eligible Partner’s tuition and 100% of the Eligible Partner’s Reimbursed Fees. The CAP Reimbursement amount given to each Eligible Partner will be net of any applicable federal grants (e.g. Pell grants), military education benefits, and any need-based financial aid (including the Financial Aid Set-Aside) for which the Eligible Partner qualifies. The CAP Reimbursement will be awarded by Starbucks upon the Eligible Partner’s successful completion of coursework milestones.

“**Confidential Information**” means, as the circumstances dictate, either ASU Confidential Information or Starbucks Confidential Information.

“**Eligible Partners**” means the Starbucks Group Company partners who:

- (a) Are employed by a Starbucks Group Company in the United States for at least

forty-five (45) days;

- (b) Meet ASU's undergraduate, degree-seeking admission requirements;
- (c) Do not already have a bachelor's degree;
- (d) Submit a complete Free Application for Federal Student Aid ("**FAFSA**") and any requested documentation to determine aid eligibility; and
- (e) Meet the additional criteria determined by Starbucks in its sole discretion.

**"Enrolled Partner"** means an Eligible Partner who is admitted to ASU as a degree-seeking student and who is otherwise participating in the Program.

**"Financial Aid Set-Aside"** has the meaning set forth in Section 2.3

**"Freshman/Sophomore Partner"** means an Enrolled Partner who has completed fewer than 56 credits accepted by ASU.

**"Junior/Senior Partner"** means an Enrolled Partner who has completed 56 or more credits accepted by ASU.

**"Losses"** means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).

**"Partner Data"** means the records and information pertaining to Eligible Partners and supplied by Starbucks in the course of providing the Services. Partner Data includes personal or sensitive information associated with identifiable individuals ("**Personal Information**").

**"Program"** has the meaning set forth in Section 2.1 (Purpose and Scope).

**"Reimbursed Fees"** means the following fees which ASU will charge Junior/Senior Partners and which will be included as part of the CAP Reimbursement by Starbucks: (i) the financial aid trust fee and the technology fee charged by ASU to students in its online degree programs, and (ii) a retention coaching fee of Five Dollars (\$5) per credit hour.

**"Starbucks Confidential Information"** means all information and documentation of Starbucks, whether disclosed to or accessed by ASU in connection with this Agreement both before and after the Effective Date, including all Starbucks Data and other information of any Starbucks Group Company or their employees, customers, suppliers, contractors and other third parties doing business with any Starbucks Group Company; provided, however, that except to the extent otherwise provided by Law, the term "Confidential Information" will not include information that (1) is independently developed by the recipient, as demonstrated by the recipient's written records, without violating the disclosing party's proprietary rights, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such

information to a third party free of any obligation of confidentiality, (4) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than under this Agreement or any confidentiality agreements between Starbucks and ASU entered into before the Effective Date or (5) is rightfully received by a party free of any obligation of confidentiality, provided that (a) such recipient has no knowledge that such information is subject to a confidentiality agreement and (b) such information is not of a type or character that a reasonable person would have regarded as confidential.

“**Starbucks Data**” means all data and information that is submitted, directly or indirectly, to ASU by a Starbucks Group Company, or obtained or learned by ASU in connection with the Services provided by ASU under this Agreement, including other information relating to Starbucks, any Starbucks Group Company and their customers, technology, operations, facilities, consumer markets, marketing and branding plans and strategies, logos, graphics, financial information and projections, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable or patentable subject matter, trademarks under development, and other proprietary information. Starbucks Data includes Partner Data that is provided by Starbucks directly to ASU, rather than directly by the Eligible Partner.

“**Starbucks Group Company**” means each of Starbucks and its affiliates, including, without limitation, Teavana, Evolution Fresh, La Boulange, and Seattle’s Best Coffee.

“**Starbucks Trademarks**” means any trade name, trademark, service mark, logo, copyright, domain name, and any other distinctive brand feature owned or used by any Starbucks Group Company.

## **2. The Program**

2.1 Purpose and Scope. ASU and Starbucks are entering into this Agreement to provide a framework for offering all of ASU’s online undergraduate degree programs to Eligible Partners in the United States (the “**Program**”). The Program may be referred to from time to time in Program materials and other public communications as “The Starbucks College Achievement Plan”. The parties intend for this Agreement to increase general interest in high quality higher education delivered online, and to specifically motivate Eligible Partners to complete their undergraduate degrees in a reasonable period of time while mitigating the tuition costs incurred by students in receiving such degrees. Starbucks will include the appropriate elements of this program in an “Education Assistance Program” under IRC §127.

### 2.2 Program Elements.

- (a) Junior/Senior Partners will qualify for CAP Reimbursements.
- (b) For Freshman/Sophomore Partners, ASU will use its resources to make scholarships, grants and other programs available to such Freshman/Sophomore Partners so that ASU’s on-line bachelor degree programs are accessible and

affordable, with the Freshman/Sophomore Partner's tuition financial responsibility being no more than 78% of ASU's standard tuition cost. In addition to the foregoing, the Freshman/Sophomore Partner's financial responsibility may be reduced further by the Financial Aid Set Aside described in section 2.3 below, federal grants (e.g. Pell grants) and military education benefits, for which the Freshman/Sophomore Partner qualifies.

- (c) For Junior/Senior Partners, ASU will use its resources to make scholarships (including the CAP Scholarship described in Section 2.4 below), grants and other programs available to such Junior/Senior Partners so that ASU's on-line program education bachelor degree programs are accessible and affordable. In addition to the foregoing, the Junior/Senior Partner's financial responsibility may be reduced further by the Financial Aid Set Aside described in section 2.3 below, federal grants (e.g. Pell grants) and military education benefits for which the Junior/Senior Partner qualifies. Such Financial Aid Set Asides, scholarships, grants, and program assistance will be applied to ASU's standard online tuition.
- (d) Each individual Eligible Partner's financial aid package will be determined by ASU, based on federal financial aid and institutional policies, and may be reviewed individually to ensure accessibility and affordability.
- (e) If Starbucks elects to expand the Program to enable Freshman/Sophomore Partners to receive CAP Reimbursements, ASU will also use its resources to extend to such additional Eligible Partners any grant or program assistance which is provided to similarly situated Junior/Senior Partners. Starbucks and ASU will cooperate on the timing of any such expansion of the Program, including amending communication materials and other processes and procedures affected by the expansion.
- (f) Starbucks Partners will not be charged an admissions application fee to apply to ASU's online bachelor degree programs on the assumption that most would qualify for a financial hardship.
- (g) The ASU calculation of tuition for Enrolled Partners will be based on the published standard tuition rate for each major as of the date of this Agreement. ASU shall not increase the tuition charged to Enrolled Partners by more than 1% from one academic year to the following academic year.
- (h) ASU may charge all Enrolled Partners its then-current "mandatory fees", which as of the Effective Date include financial aid trust fees and technology fees. ASU may also charge a retention coaching service fee to Junior/Senior Partners of Five Dollars (\$5) per credit hour. Starbucks will reimburse Junior/Senior Partners for the Reimbursed Fees, but will not be obligated to reimburse them for any other "mandatory" fees that ASU may elect to charge in the future. Neither mandatory fees nor retention coaching fees are subject to the grants and program assistance described in Section 2.2.

- (i) There will be no annual maximum number of courses an Enrolled Partner may take to receive the Program support contemplated in Section 2.2. The tuition support provided by ASU to Eligible Partners shall at all times be at least as favorable as any other similar support or tuition rate generally offered by ASU to employees of any third party.
- (j) Starbucks will provide CAP Reimbursements to Junior/Senior Partners upon completion of certain academic milestones. Starbucks currently contemplates that the applicable milestones will be the successful completion of twenty-one (21) academic credits, which is approximately seven (7) courses. Junior/Senior Partners must remain in good academic standing throughout to be eligible for the CAP Reimbursements. As of the Effective Date, Starbucks contemplates that the CAP Reimbursements will have the following features:
  - (i) The CAP Reimbursement will reimburse the amount of tuition and Reimbursed Fees for the credits that were the Junior/Senior Partner's responsibility to pay to ASU after deducting federal grants (e.g. Pell grants), military education benefits, and any need-based financial aid from ASU (including the Financial Aid Set-Aside) and other scholarships or grants disbursed by ASU from ASU's resources (including the CAP Scholarship described in Section 2.4).
  - (ii) Academic merit and private scholarships awarded to Junior/Senior Partners by third parties will not reduce the amount of CAP Reimbursements available to the Junior/Senior Partner.
  - (iii) ASU will provide each Enrolled Partner and Starbucks a summary of (i) the financial aid offered to them, and (ii) the tuition, mandatory fees, and retention coaching fees payable by them to ASU, to enable the Enrolled Partner and Starbucks to identify the amounts eligible for the CAP Reimbursement, if any.
  - (iv) Starbucks will disburse the CAP Reimbursements directly to the Junior/Senior Partner within a reasonable time (as determined by Starbucks in its discretion) following ASU's notification to Starbucks that the Junior/Senior Partner has attained the academic milestones, provided the Junior/Senior Partner remains otherwise eligible for the grant at that time, including maintaining eligibility for Starbucks benefits generally and maintaining good academic standing at ASU.
  - (v) The CAP Reimbursements will cover online tuition and Reimbursed Fees only. Course materials, course fees (e.g. fees for access to materials), books, and living expenses will not be included.
  - (vi) Starbucks will offer CAP Reimbursements for a lifetime maximum of seventy-five (75) credits. The reimbursement will cover only credits attempted in the previous 18 months. Starbucks may establish in its

discretion additional conditions to the grant of CAP Reimbursements to ensure that Eligible Partners are maintaining timely progress toward the completion of their degrees.

- (vii) Starbucks and ASU will collaborate to develop and deliver financial literacy content and counseling services to advise Eligible Partners on good strategies for managing their college financing and loans, with the aim of minimizing student loan default rates among Eligible Partners. Starbucks commits to communicating to Junior/Senior Partner a recommendation that they apply their CAP Reimbursements directly to the following semester's tuition bill.

2.3 Financial Aid Set-Aside. The entire cohort of Enrolled Partners (Junior/Senior Partners and Freshman/Sophomore Partners) will be subject to the financial aid set aside requirement that is standard for all ASU students, which the parties contemplate will be seventeen percent (17%) of tuition per semester (the “**Financial Aid Set-Aside**”). ASU will return to the Starbucks cohort of Enrolled Partners, in aggregate, the total value of the pool of Financial Aid Set Aside from Starbucks Enrolled Partners’ tuition, provided that a maximum of ten percent (10%) of the set aside pool in any semester may be carried forward to be awarded in the following semester. The Starbucks cohort of Junior/Senior Partners will receive no less than seventeen percent (17%) college financial aid from the set aside pool on average per student per semester, as determined by the individual student’s financial need. The allocation of college financial aid to individual Enrolled Partners will be determined by ASU. ASU will provide Starbucks from time to time, upon request by Starbucks, confirmation (including reasonable supporting documentation) that the Financial Aid Set-Aside for each semester has been provided pursuant to the terms of this Section 2.3.

2.4 CAP Scholarship. All Enrolled Partners will receive a “**CAP Scholarship**” administered by ASU, designed to allow the CAP Reimbursement to cover all tuition and fee costs for Junior/Senior Partners and designed to make the Program accessible and affordable to Freshman/Sophomore Partners, as contemplated in Sections 2.2 and 2.3 above; provided, however, that the CAP Scholarship shall cease to be offered for terms following the point at which an Enrolled Partner reaches the 75-credit maximum for the CAP Reimbursement (as contemplated in Section 2.2(vi)).

2.5 Program Steering Committee. ASU and Starbucks desire that Enrolled Partners will progress through college and graduate at rates comparable to a control cohort of similarly-qualified ASU Online students. To that end, the President of ASU and the CEO of Starbucks will appoint a steering committee no later than September 1, 2014 that will meet quarterly to review key operational and financial performance indicators (for example, program enrollment, enrollment funnel conversion rates, persistence and graduation rates, financial aid awards, or other metrics). The steering committee will also review the annual Program marketing plan described in Section 5(d). In the quarterly reviews, the steering committee will identify each "win, opportunity, and ask" for that quarter, and designate committee members who will be responsible for delivering on any Program changes agreed upon by the committee. For identified weaknesses in the Program, whether operational or financial, the parties agree to negotiate resolutions in good faith. ASU and Starbucks will each appoint an equal number of members to

the steering committee, and each party may replace any committee member it appoints at any time in its discretion. The first steering committee meeting shall be held no later than the 2015 Spring term. The parties contemplate that the steering committee will be comprised of a total of six to ten members, with the size to be agreed by the parties prior to the first meeting.

2.6 Online Commitment. ASU is committed to providing quality online education. ASU agrees that throughout the term of this Agreement, the scope and quality of the ASU online program (including but not limited to its website functionality and the performance of its call centers and academic and financial aid counseling services) as a whole will be maintained and will be at least substantially equal to the scope and quality of the ASU online program as of the date of this Agreement.

### **3. Term**

3.1 Initial Term. Subject to Section 9 (Termination), the initial term of this Agreement (the “**Initial Term**”) will commence on the Effective Date and, unless this Agreement is earlier terminated in accordance with its terms or extended in accordance with Section 3.2 (Term Extensions), will expire at 11:59 p.m. Pacific Time on the date that is four (4) years after the first group of Starbucks Enrolled Partners begin classes under the Program.

3.2 Term Extensions. Subject to Section 9 (Termination), this Agreement will automatically renew for additional and consecutive two (2) year terms (each, a “**Renewal Period**”), on the same terms and conditions and as outlined under this Agreement unless a party provides the other party notice of termination at least one (1) year before the end of the Initial Term or any Renewal Period.

### **4. ASU Role and Responsibilities**

4.1 ASU Role and Responsibilities. ASU will be responsible for, and will perform at its sole cost and expense (except as otherwise provided in this Agreement), the following roles and responsibilities (collectively, the “**ASU Responsibilities**”), as they relate to the Program:

- (a) Institutional and academic guidance, evaluation and oversight for the Program.
- (b) Process all financial aid and perform all administrative services that are related to the official student services component of the Program (for example, administrative services relating to financial aid, admission, and enrollment).
- (c) Develop, maintain and operate the Program.
- (d) Review and verify credentials, appointment and coordination of course instructor(s), faculty/facilitators and their staff and their activities. ASU will also ensure that that an appropriate number of faculty are available to meet the needs of the Program.
- (e) Provide all online course instruction and related student and academic support activities and functions.

- (f) Provide and exercise control over the content and quality of the curriculum and related course materials.
- (g) Make all decisions regarding the admission and registration criteria of students. ASU will provide admissions resources that are dedicated solely to the Program. ASU commits to complete, and communicate the results of all official transcript evaluations for the Program within a reasonable amount of time after a student is offered admission to ASU, and will prioritize admission processing for Program applicants; provided that ASU will use reasonable efforts to make admissions decisions within five (5) days after its receipt of the prospective student's submission of an accurate and completed application and supporting documents (excluding weekends and holidays).
- (h) Perform all tasks and functions related to the financial aid process. ASU will provide financial aid resources that are dedicated solely to the Program. ASU commits to complete a review of, and communicate the results of all accurate and completed financial aid applications for the Program in conjunction with the academic year and federal financial aid cycle, allowing the Partner sufficient time to make an informed decision regarding Program participation and personal financial commitments; in any event, such communication will be provided to Partners ready for financial aid packaging not less than 45 days prior to the commencement of the academic session for which the Partner has been admitted to, or remains in academic good standing for, provided that the Partner has submitted an accurate and completed financial aid application and supporting materials 60 days before the session start date.
- (i) Bill Enrolled Partners for tuition payments and other fees.
- (j) Grant course credits and degrees to Enrolled Partners successfully completing ASU courses and who otherwise satisfy the necessary criteria established by ASU for such credits and degrees.
- (k) Process and maintain all academic, administrative and financial aid records for Enrolled Partners and Eligible Partners.
- (l) Coordinate with Starbucks to develop, review and approve strategies for promoting the Program to Eligible Partners, prospective Starbucks partners and Starbucks customers, which may include, without limitation, joint press releases, internal Starbucks communications, an ASU presence on Starbucks' Digital Network splash page, ASU badges and promotional items for Enrolled Partners, reserved tables for Enrolled Partner study groups at certain Starbucks stores, and social media communications.
- (m) Provide a dedicated project manager to facilitate the performance of the ASU Responsibilities and to coordinate with Starbucks on all activities related to the Program.



- (n) Cooperate with Starbucks and provide assistance as reasonably requested by Starbucks to support Starbucks in performance of its duties under this Agreement.
- (o) ASU and Starbucks may also cooperate to develop coursework that is relevant to the career needs of Eligible Partners and Enrolled Partners, such as modules on retail management. Such coursework will be available to all ASU students, and may also be made available as professional development modules for non-degree seeking Starbucks partners.
- (p) ASU will work with Starbucks to develop a one week non-credit preparatory online course (ASU 10 – Connect: ASU Orientation) for Enrolled Partners, and ASU will staff and maintain the course. This course will be mandatory for Enrolled Partners.
- (q) ASU will work with Starbucks to develop a “Welcome Application” digital experience that introduces Eligible Partners to the Program and ASU, and will maintain and operate this Welcome Application. The primary purpose of this application is to support ASU’s enrollment coaching efforts.

#### 4.2 Starbucks Group Companies.

- (a) ASU will provide the ASU Responsibilities for Starbucks and any other Starbucks Group Company designated by Starbucks, irrespective of its corporate structure.
- (b) Notwithstanding the foregoing, if Starbucks changes all or part of its business structure, by merger, acquisition, divestiture, amalgamation or reorganization and as a result an entity that was not previously a Starbucks Group Company has employees that are eligible to participate in the Program (each, a “**New Entity**”), then, ASU and Starbucks will in good faith negotiate proposed terms to attempt to extend the ASU Responsibilities to the New Entity.

#### 4.3 Financial Aid Conditions.

- (a) To participate in the Program, Eligible Partners must complete and submit to ASU a FAFSA, and complete all required documentation as requested to determine aid eligibility.
- (b) ASU will process the Eligible Partners’ applications for federal and college financial aid using the same standards, processes, and procedures generally applicable to other ASU students, except as otherwise specifically provided in this Agreement.
- (c) ASU and Starbucks contemplate that financial aid (including Pell Grants, federal student loans and military education benefits) will be an essential element of the Program, and will cooperate to the extent feasible to enable Eligible Partners to use appropriate aid sources to assist with tuition and fee payment. Such

cooperation will include coordinating services and communications to educate Starbucks partners about how to apply for financial aid and identify potential sources of financial aid.

- (d) In addition, ASU financial aid outreach will be extended to include services and communications to inform Eligible Partners about the availability, terms, and conditions of the Program, including the CAP Reimbursement offered by Starbucks.
- (e) Eligible Partners will be required to review and accept Starbucks-specific benefit availability, terms, and conditions to participate in the Program.
- (f) ASU will notify Eligible Partners about course load requirements for eligibility for federal and college financial aid using the same standards, processes and procedures generally applicable to other ASU students.

## **5. Starbucks Role and Responsibilities**

Starbucks will be responsible for, and will provide and perform at its sole cost and expense (except as otherwise specified or limited in this Agreement), the following roles and responsibilities, as they relate to the Program.

- (a) Provide ASU with a single point of contact for the day-to-day operations and support of the Program.
- (b) Starbucks will determine the eligibility of employees to participate in the Program at its sole discretion.
- (c) Cooperate with ASU and provide assistance as reasonably requested by ASU to support ASU in performance of its duties under this Agreement.
- (d) Starbucks, in cooperation with ASU, will develop, review and approve prior to each corporate fiscal year beginning October 1, 2014, an annual marketing plan for promoting the Program to Eligible Partners, prospective Starbucks partners, and Starbucks customers, including but not limited to an integrated calendar of promotional and marketing activities specific to the Starbucks College Achievement Plan. Activities contemplated by both parties include, without limitation:
  - Joint press releases
  - Internal Starbucks communications to Partners
  - “Learning Hubs”: specially designated stores in key markets that will have additional ASU/Starbucks College Achievement Plan co-branded elements in-store and at times, reserved space for study groups of Enrolled Partners and other ASU online students.
  - A reasonable ASU/Starbucks College Achievement Plan presence on the Starbucks Digital Network splash page and if reasonably feasible,

distribution of ASU educational content through the Starbucks Digital Network

- Co-branded Program messaging integrated into Starbucks social media communications
  - ASU Program promotional items for Enrolled Partners
- (e) Starbucks and ASU may also cooperate to develop coursework that is relevant to the career needs of Eligible Partners and Enrolled Partners, such as modules on retail management.
- (f) Starbucks will work with ASU to develop a one week non-credit preparatory online course (ASU 10 – Connect: ASU Orientation) for Enrolled Partners, and ASU will staff and maintain the course.
- (g) Starbucks will work with ASU to develop a “Welcome Application” digital experience that introduces Eligible Partners to the Program and ASU, and ASU will maintain and operate this Welcome Application.

## 6. Payments

6.1 Start-Up Funding. Within thirty (30) days after the Effective Date, Starbucks will pay ASU Two Million Nine Hundred Sixty Thousand Nine Hundred Dollars (\$2,960,900) (of which Five Hundred Thousand Dollars (\$500,000) will have been paid before the Effective Date) (the “**Start-Up Funding**”) to enable ASU to establish the infrastructure and staffing required to manage the successful recruitment, enrollment and teaching of Eligible Partners and Enrolled Partners. The Start-Up Funding will be comprised of Nine Hundred Twenty Two Thousand Eight Hundred Dollars (\$922,800) to be used by ASU for one-time technology equipment and infrastructure costs (“**Infrastructure Costs**”) and Two Million Thirty Eight Thousand One Hundred Dollars (\$2,038,100) to be used for staffing the admissions, enrollment coaching, financial aid counseling, transfer credit evaluation, and advising services as well as staffing to manage the project and the technology-related development and maintenance needed (“**Staffing Costs**”). Start-up Funding is not intended to and does not compensate ASU for any financial aid provided to Enrolled Partners.

6.2 Repayment. ASU will repay One Million Two Hundred Ninety Nine Thousand Dollars (\$1,299,000) of the Start-Up Costs to Starbucks in eight (8) equal monthly installments from November 1, 2014 through June 1, 2015. ASU will repay these amounts from ASU revenues not otherwise encumbered or pledged.

## 7. Licenses

7.1 ASU Trademark License. ASU hereby grants to Starbucks a non-exclusive, non-transferable, non-sublicenseable license (the “**ASU License**”), during the term of this Agreement and strictly in accordance with its terms and conditions, to use the ASU Trademarks solely to promote and market the Program, to facilitate Eligible Partner recruitment activities, and to otherwise support and service the Program. Except as specifically set forth in this Agreement,

Starbucks has no right, title or interest in or other rights to use the ASU Trademarks. Starbucks acknowledges and agrees that the ASU License and the rights granted under this Agreement are non-exclusive and that ASU reserves all rights not expressly granted to Starbucks pursuant to this Agreement, including the right to use or license a third party to use the ASU Trademarks in any manner.

- (a) Starbucks agrees to comply with ASU's trademark licensing program concerning any use or proposed use by Starbucks of any of ASU Trademark on goods, in relation to services, and in connection with advertisements or promotion of Starbucks or its business. Prior to any use of an ASU Trademark by Starbucks or its affiliates or successors or assigns, Starbucks will comply with ASU Policy PUR 701, "Trademark Licensing" and submit the proposed use of the ASU Trademark (together with a sample or specimen of the intended use) to ASU's Trademark Licensing Coordinator for approval. Except as expressly authorized in this Agreement, Starbucks is not permitted to use any ASU Trademark without prior written approval of ASU's Trademark Licensing Coordinator. Starbucks shall, when using the ASU Trademarks, describe the ASU Trademarks to indicate clearly that each of them is the trademark or service mark of ASU and is being used with the permission of ASU. Starbucks shall utilize any waivers or disclaimers as ASU may require and shall display the ASU trademarks only in such form and style and with such notice of registration (e.g., ® or ™) as are approved in writing by ASU from time to time. Starbucks shall use the ASU Trademarks only in the forms that ASU designates and shall not alter the ASU Trademarks, add any other word or design element, delete any word or design element, or incorporate the ASU Trademarks within or as part of any other symbol or mark. Without ASU's prior written approval, Starbucks may not use any other trademarks, trade names, service marks or logos in connection with the ASU Trademarks.
- (b) The rights granted under this Section 7.1 (ASU Trademark License) constitute merely a license. Starbucks acknowledges that all rights of ownership of the ASU Trademarks and the goodwill symbolized thereby, shall belong exclusively and inure to the benefit of ASU. Starbucks shall not at any time acquire any rights, title or interest in the ASU Trademarks by virtue of any use Starbucks may make thereof or otherwise. Starbucks agrees that it will not at any time contest the ownership or validity of any of the ASU Trademarks nor assist anyone else to do so, nor do anything that would jeopardize or diminish ASU's rights to or the value of the ASU Trademarks.
- (c) Starbucks shall not use the ASU Trademarks in any manner that would tend to injure, demean or dilute the reputation of ASU, the ASU Trademarks, or the goodwill symbolized by the ASU Trademarks. Starbucks shall take prompt action to remedy any such use identified by ASU. If any act or failure to act by, or condition in respect of, Starbucks shall occur, which in ASU's reasonable opinion constitutes a danger to the value or validity of ASU's rights in and to the ASU Trademarks, ASU may, in lieu of or in addition to any other remedy available to it (including termination of this Agreement), give notice to Starbucks describing the

danger and may suspend in whole or in part (effective upon Starbucks' receipt of the notice) the rights of Starbucks to use the ASU Trademarks. The suspension shall continue until ASU has reasonably determined that the danger no longer exists.

- (d) ASU expressly reserves the right to change the ASU Trademarks, delete ASU Trademarks, add ASU Trademarks or substitute any other trade name, trademark, service name, service mark, logo, design or trade dress at any time. If ASU makes such a change, each new mark or name shall be a "ASU Trademark" for purposes of this Agreement and shall replace the appropriate discontinued mark or name used in this Agreement. If ASU changes or deletes any of the ASU Trademarks, Starbucks shall comply with the change within forty-five (45) days after notice thereof by ASU, at Starbucks' expense.
- (e) ASU shall have sole control over and may conduct any action(s) as it deems necessary pursuant to this Section 7.1 (ASU Trademark License), shall be solely responsible for all of its attorneys' fees associated with such action and shall be entitled to all damages awarded as a result of any such action. Starbucks shall render to ASU all commercially reasonable assistance in connection with any matter pertaining to the protection of the ASU Trademarks, including furnishing documents, records, files and other information, making available its employees, executing all necessary documents and consents to be joined as a party to any legal proceedings as ASU may request.

7.2 Starbucks Trademark License. Starbucks hereby grants to ASU a non-exclusive, non-transferable, non-sublicenseable license (the "**Starbucks License**"), during the term of this Agreement and strictly in accordance with its terms and conditions, to use the Starbucks Trademarks solely in connection with the Services. Except as specifically set forth in this Agreement, ASU has no right, title or interest in or other rights to use the Starbucks Trademarks. ASU acknowledges and agrees that the Starbucks License and the rights granted under this Agreement are non-exclusive and that Starbucks, on behalf of itself and its affiliates, reserves all rights not expressly granted to ASU pursuant to this Agreement, including the right to use or license a third party to use the Starbucks Trademarks in any manner.

- (a) ASU shall use the Starbucks Trademarks in strict accordance with Starbucks' standards and guidelines and shall not represent in any manner that it has any ownership interest in and to the Starbucks Trademarks or registrations and applications of the Starbucks Trademarks. ASU shall, when using the Starbucks Trademarks, describe the Starbucks Trademarks to indicate clearly that each of them is the trademark or service mark of the affiliate of Starbucks which owns the Starbucks Trademarks and is being used with the permission of Starbucks. ASU shall utilize any waivers or disclaimers as Starbucks may require and shall display the Starbucks Trademarks only in such form and style and with such notice of registration (e.g., ® or ™) as are approved in writing by Starbucks from time to time. ASU shall use the Starbucks Trademarks only in the forms that Starbucks designates and shall not alter the Starbucks Trademarks, add any other word or design element, delete any word or design element, or incorporate the Starbucks

Trademarks within or as part of any other symbol or mark. Without Starbucks' prior written approval, ASU may not use any other trademarks, trade names, service marks or logos in connection with the Starbucks Trademarks.

- (b) The rights granted under this Section 7.2 (Starbucks Trademark License) constitute merely a license. ASU acknowledges that all rights of ownership of the Starbucks Trademarks and the goodwill symbolized thereby, shall belong exclusively and inure to the benefit of Starbucks. ASU shall not at any time acquire any rights, title or interest in the Starbucks Trademarks by virtue of any use ASU may make thereof or otherwise. ASU agrees that it will not at any time contest the ownership or validity of any of the Starbucks Trademarks nor assist anyone else to do so, nor do anything that would jeopardize or diminish Starbucks' and its affiliates' rights to or the value of the Starbucks Trademarks.
- (c) ASU shall not use the Starbucks Trademarks in any manner that would tend to injure, demean or dilute the reputation of Starbucks or its affiliates, the Starbucks Trademarks, or the goodwill symbolized by the Starbucks Trademarks. ASU shall take prompt action to remedy any such use identified by Starbucks. If any act or failure to act by, or condition in respect of, ASU shall occur, which in Starbucks' reasonable opinion constitutes a danger to the value or validity of Starbucks' and its affiliates' rights in and to the Starbucks Trademarks, Starbucks may, in lieu of or in addition to any other remedy available to it (including termination of this Agreement), give notice to ASU describing the danger and may suspend in whole or in part (effective upon ASU's receipt of the notice) the rights of ASU to use the Starbucks Trademarks. The suspension shall continue until Starbucks has reasonably determined that the danger no longer exists.
- (d) Starbucks expressly reserves the right to change the Starbucks Trademarks, delete Starbucks Trademarks, add Starbucks Trademarks or substitute any other trade name, trademark, service name, service mark, logo, design or trade dress at any time. If Starbucks makes such a change, each new mark or name shall be a "Starbucks Trademark" for purposes of this Agreement and shall replace the appropriate discontinued mark or name used in this Agreement. If Starbucks changes or deletes any of the Starbucks Trademarks, ASU shall comply with the change within forty-five (45) days after notice thereof by Starbucks, at ASU's expense.
- (e) Starbucks shall have sole control over and may conduct any action(s) as it deems necessary pursuant to this Section 7.2 (Starbucks Trademark License), shall be solely responsible for all of its attorneys' fees associated with such action and shall be entitled to all damages awarded as a result of any such action. ASU shall render to Starbucks and its affiliates all commercially reasonable assistance in connection with any matter pertaining to the protection of the Starbucks Trademarks, including furnishing documents, records, files and other information, making available its employees, executing all necessary documents and consents to be joined as a party to any legal proceedings as Starbucks may request.

7.3 Further Limitations on Use.

- (a) Starbucks may use the ASU Trademarks, and ASU may use the Starbucks Trademarks, which include certain of such respective party's proprietary and/or branded materials (collectively, the "**Materials**") in advertising and/or promotional campaigns, including but not limited to social media campaigns, in connection with the promotion and implementation of the Program; *provided however*, (i) for formal marketing materials (e.g. advertisements commercials (whether on radio, television, web or other media)), and marketing collateral, such as window clings, posters and similar items), each party shall submit any and all proposed uses of the other party's respective Materials to the other party for approval prior to use, and any proposed use not approved in writing within ten (10) business days shall be deemed disapproved; and (ii) for informal social media content (e.g. Tweets, Facebook postings and similar content) the parties shall from time to time agree upon social media guidelines and marketing plans, and may post such social media content, if done in accordance with such guidelines, without seeking the other party's prior approval.
- (b) Neither party shall use the other party's Materials for advertising, publicity or promotion or on any associated products without the other party's prior written consent. In no event shall either party edit, crop or otherwise alter the other party's respective Materials without the prior written consent of the other party. All rights not specifically granted to the receiving party are reserved to the granting party.
- (c) Each party agrees to accurately reproduce the other party's Materials. Each party shall use the original artwork supplied by the other party, unless the granting party has authorized the other party to reproduce and/or make derivative works of the granting party's Materials. All expenses of producing and/or reproducing the artwork shall be borne by the party utilizing the other party's Materials.
- (d) If so requested, each party shall include in the promotional and marketing materials it creates an acknowledgment of the other party's proprietary rights in the Materials, substantially as follows:

Starbucks Copyrightable Materials: © [Date] Starbucks Coffee Company. All rights reserved. Used with permission.

ASU Copyrightable Materials: © [Date] The Arizona Board of Regents. All rights reserved. Used with permission.

Starbucks Materials Comprised of or Containing Proprietary Names/Trademarks: [Trademark Name(s)] is a [registered] trademark of Starbucks Corporation. Used with permission. All rights reserved.

ASU Materials Comprised of or Containing Proprietary Names/Trademarks: [Trademark Name(s)] is a [registered] trademark of The Arizona Board of Regents. Used with permission. All rights reserved.

7.4 New Works. For the avoidance of doubt, to the extent either party creates new intellectual property during the course of this Agreement, between the two parties the creating party will have full and complete ownership of the product. At the termination of this Agreement, any derivative works will be disassembled with each party owning their respective contributions (unless otherwise agreed in writing).

## **8. General Guidelines**

Starbucks and ASU agree that they may jointly develop guidelines for the operation of the Program, including guidelines for the sharing of Eligible Partner and Partner Data, financial reporting and related accounting conventions, joint marketing plans and related marketing programs. Such guidelines may be amended from time to time by the parties, and the parties acknowledge that such guidelines are intended to provide general parameters for the operation of the Program. Current guidelines are attached hereto as Exhibits A and B.

## **9. Termination**

9.1 Termination by Mutual Agreement. This Agreement may be terminated at any time by the written agreement of ASU and Starbucks.

9.2 Termination for Convenience. Starbucks may terminate this Agreement upon ninety (90) days' written notice to ASU. If Starbucks terminates this Agreement under this Section 9.2 (Termination for Convenience) before (a) July 31, 2015, it will pay ASU Three Million Nine Hundred Thousand Dollars (\$3,900,000), or (b) July 30, 2016, it will pay ASU One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000), in each case, without further payment obligation to ASU. Such amounts will be payable within thirty (30) days of such termination.

9.3 Termination for Breach. Except as otherwise set forth herein, this Agreement may be terminated by either party if the other is in material breach of any provision of this Agreement, but only after written notice of default and opportunity to cure has been given to the breaching party. The notice of default must provide for an opportunity to cure of at least thirty (30) days following receipt of notice. If the party receiving the notice has not cured the breach before the cure date stated in the notice then the party giving notice may terminate this Agreement by giving the breaching party written notice of termination, which will be effective upon delivery.

9.4 Effect of Termination. Upon termination or expiration of this Agreement, the Enrolled Partners will continue to receive the benefits contemplated by this Agreement and the Program until they earn their bachelor's degrees, withdraw from the Program or have been deemed to have been terminated under ASU's academic standing policies. Termination of this Agreement will not relieve ASU of its obligation to repay the amounts due under Section 6.2 (Repayment).

9.5 Survival. The terms of Sections 6, 9.4, 11, 12 and 13 of this Agreement will survive any expiration or termination of this Agreement.

## **10. Exclusivity**

10.1 Commitment by Starbucks. During the Initial Term, Starbucks will not promote to its



partners located in the United States the undergraduate degree courses of any other university, except (i) with the prior written consent of ASU, (ii) training courses and similar educational offerings related to the partners' work and which are not intended to lead to an undergraduate or graduate degree, (iii) courses offered by City University of Seattle and Strayer University pursuant to Starbucks' current "Starbucks University" program, (iv) student internship programs undertaken in conjunction with universities and (v) tuition reimbursement programs that do not include specifically promoting a particular college or university. In addition, if Starbucks determines that its partners wish to pursue academic programs or majors not offered through ASU Online, ASU will have the option to develop such programs or majors, partner with other universities or institutions to deliver such programs or majors, or deliver them using third party content; if ASU elects not to do so, Starbucks will be free to work with other universities or colleges to deliver the programs and majors to its partners.

10.2 Commitment by ASU. During the Initial Term, ASU will not enter into an arrangement with another for-profit enterprise offering comprehensive employee programs that are similar to those which will be offered to Starbucks partners as contemplated herein without prior approval from Starbucks.

## 11. Representations and Warranties; Indemnification

11.1 Representations and Warranties. ASU and Starbucks each represents and warrants to the other as follows: (a) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not require any consent or approval of its stockholders or owners or violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents; (b) this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms and conditions; (c) it is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder and that it has all power and authority under all instruments or agreements to which it is a party to enter into this Agreement and to perform its obligation hereunder; and (d) it has good title and rights to use its respective Starbucks Trademarks or ASU Trademarks, as applicable, in furtherance of this Agreement.

11.2 Indemnification. Each party (the "**Indemnitor**") will indemnify the other party (the "**Indemnitee**") for, from, and defend and hold harmless the Indemnitee from and against, any Losses suffered, incurred or sustained by the Indemnitee or to which the Indemnitee becomes subject, resulting from, arising out of or relating to any claim: (a) relating to a breach by the Indemnitor of any of the covenants contained in this Agreement; (b) relating to the inaccuracy, untruthfulness or breach of any representation or warranty made by the Indemnitor under this Agreement; and (c) relating to the Indemnitor's failure to take reasonable action(s) or willful misconduct which directly causes the Indemnitee to be unable to meet its obligations under this Agreement.

11.3 Indemnification; Third Party Rights. Each party shall be separately and solely responsible for obtaining model releases and any and all other necessary third party approvals,

permission, licenses and consents, including without limitation, publicity rights for use of that third party's trademarks, trade names, logos and copyrights. Each party will indemnify, defend and hold harmless the other party for, from and against any and all third party claims arising out of such party's use of the third party's trademarks, service marks, trade names, logos, copyrights, domain names, and any other distinctive brand feature owned or used by such third party.

## **12. Other Important Terms.**

12.1 Notices. Any written notice, request, consent, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given: (a) upon delivery if delivered personally; (b) upon transmission if sent via facsimile (with the original sent by recognized overnight courier) or if sent via electronic message (with the original sent by recognized overnight courier); or (c) one Business Day after deposit with a national overnight courier, in each case addressed to the following addresses/telecopier numbers, or to such other addresses/telecopier numbers as may be specified by a party upon written notice to the other in accordance herewith:

If to Starbucks:

Starbucks Corporation  
2401 Utah Avenue South  
Seattle, Washington 98134  
Attention: executive vice president, global chief strategy officer  
Fax No.: (206) 318-1722

with a copy to:

Starbucks Corporation  
2401 Utah Avenue South S-LA1  
Seattle, Washington 98134  
Attention: Executive Vice President and General Counsel  
Fax No.: (206) 318- 0722

If to ASU:

Arizona State University  
P.O. Box 872412  
Tempe, Arizona 85287-2412  
Attention: Philip Regier,  
Dean, Executive Vice Provost, ASU Online  
Fax No.: (480) 884-1526

with a copy to:

Arizona State University  
Fulton Center  
300 E. University Drive  
P.O. Box 877405  
Tempe, Arizona 85287-7405  
Attention: Office of General Counsel  
Fax No.: (480) 965-0984

12.2 Independent Contractors and Responsibility. The relationship between ASU and Starbucks is limited solely to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement will be construed (i) to create or imply a general partnership, limited partnership or other legal entity between ASU and Starbucks, (ii) to create any duties or obligations between ASU and Starbucks except as expressly set forth herein, or (iii) to grant any direct or implied licenses or any other right other than as expressly set forth herein. Each party will be responsible for its own negligence, actions or omissions.

12.3 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision or the portion thereof at issue, shall be deemed stricken and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the original intent and purposes of the parties, and, if possible, the parties shall replace the severed provision or portion thereof with a provision that reflects the intention of the parties with respect to the severed provision but that will be valid and enforceable.

12.4 Governing Law. This Agreement shall in all respects be interpreted under, and governed by, the laws of the state of Arizona including, without limitation, as to validity, interpretation and effect, without giving effect to applicable conflict of laws principles.

12.5 Amendments; Waivers. This Agreement may be modified only pursuant to a writing executed by Starbucks and ASU. The parties expressly waive the right to claim the enforceability or effectiveness of: (a) any oral modifications to this Agreement; and (b) any other amendments, based on course of dealing, waiver, reliance, estoppel or other similar legal theory.

12.6 Counterparts; Signatures. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original or faxed form, and the parties hereby adopt as original any signatures received via facsimile or pdf.

12.7 Media Releases and Public Disclosures of Agreement. Without the prior written consent of the other party, neither party shall issue or release any statement, advertisement, public or private announcement, media release or other similar publicity relating in any manner to: (a) any aspect of this Agreement; (b) any aspect of the Services; (c) the fact that the parties have engaged in any discussions or negotiations regarding any of the foregoing; and/or (d) the fact that the parties have entered into this Agreement, except with respect to any information or statement required to be furnished by ASU pursuant to applicable regulatory requirements.

12.8 Limitations on Liability. NEITHER STARBUCKS NOR ASU WILL BE LIABLE TO THE OTHER PARTY FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE, ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

12.9 Confidentiality.

- (a) All Confidential Information shall be deemed the sole property of the party providing such Confidential Information (“**Disclosing Party**”) and shall be used by the party receiving such Confidential Information (“**Receiving Party**”) solely in connection with this Agreement and the Services to be provided thereunder and, except as provided herein, shall not be published, transmitted, released or disclosed by the Receiving Party without the prior written consent of the Disclosing Party which consent the Disclosing Party may withhold in its sole discretion.
- (b) Each Receiving Party hereto shall implement and maintain appropriate policies and procedures to safeguard the confidentiality of Confidential Information as described above, including, without limitation, the implementation and maintenance of physical and logical security measures for the protection of information, data and other materials from unauthorized access. Without limiting the generality of the foregoing, each Receiving Party shall take reasonable steps to (a) limit access to Confidential Information of a Disclosing Party only to those employees, agents and contractors who have a need to have access to such Confidential Information in connection with the provision of the Services under this Agreement; and (b) ensure that its employees, agents and contractors are required to maintain the confidentiality of such Confidential Information, in substantially the same manner and the same extent required of each party hereto.
- (c) Any and all requests, from whatever source, for copies of or access to, or other disclosure of Confidential Information shall be promptly submitted to the Disclosing Party for disposition. In the event the disclosure of Confidential Information of any Disclosing Party is required by law or by order of a court or governmental agency to which a Receiving Party is subject, then, in addition to providing prompt prior notice to the Disclosing Party, the Receiving Party shall reasonably assist the Disclosing Party, at the Disclosing Party’s expense, in obtaining a protective order if requested by the Disclosing Party. Notwithstanding the foregoing, the Disclosing Party reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.
- (d) Upon the expiration or termination or expiration of this Agreement, and at any other time upon written request by the Disclosing Party, the Receiving Party promptly shall return to the Disclosing Party all Confidential Information of the Disclosing Party (including all copies, summaries, abstracts or other representations thereof) then in its possession or control or, if requested by the Disclosing Party, shall, subject to applicable laws, delete or destroy, any such Confidential Information and provide the Disclosing Party with written verification of such deletion or destruction.
- (e) In the event of any impermissible transmission, release, disclosure, loss or destruction of Confidential Information of a Disclosing Party, the Receiving Party shall immediately notify the Disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such

Confidential Information. In such event, the Disclosing Party shall have the right to make application to have the provisions hereof specifically enforced by any court having equity jurisdiction, without being required to post bond or other security and without having to prove the inadequacy of available remedies at law, it being acknowledged and agreed that any such violation may cause irreparable injury to the Disclosing Party and that monetary damages may not provide an adequate remedy.

- (f) ASU may be provided with or otherwise receive Personal Information about Eligible Partners and Enrolled Partners directly from such partners. Notwithstanding anything in this Agreement to the contrary, ASU will treat such Personal Information in the same manner and with the same care as it treats Personal Information from its other ASU students. Upon execution of this Agreement, the Confidentiality and Non-Disclosure Agreement executed by the parties as of September 24, 2013, shall be deemed terminated and superseded by this Section 12.9.

### **13. General Terms and Conditions**

13.1 Nondiscrimination. To the extent applicable to the Services, the parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

13.2 Conflict of Interest. ASU's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes, which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement. The parties hereby acknowledge and agree that no person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of Starbucks in any capacity or a consultant to Starbucks with respect to the subject matter of this Agreement.

13.3 Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

13.4 Failure of Legislature to appropriate. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Starbucks and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

13.5 Confidentiality. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that ASU is a public institution, and as such is subject to Title 39, Chapter 1, Article 2 of the Arizona Revised Statutes (Sections 39-121 through 39-127). Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

13.6 Indemnification. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that ASU is a public institution and any indemnification or hold harmless provision shall be limited as required by laws of the State of Arizona, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and Sections 35-154 and 41-621 of the Arizona Revised Statutes.

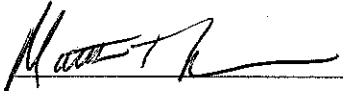
13.7 Student Educational Records. ASU and Starbucks recognize that certain student educational records may be protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). To the extent that it obtains records that are subject to FERPA, ASU and Starbucks each agree to comply with FERPA.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the persons executing this Agreement for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

**STARBUCKS CORPORATION**

**THE ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF ARIZONA  
STATE UNIVERSITY**

By: 

By: \_\_\_\_\_

Print Name: Matthew Ryan

Print Name: \_\_\_\_\_

Title: SVP, Global Chief Strategy Officer

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the persons executing this Agreement for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

**STARBUCKS CORPORATION**

**THE ARIZONA BOARD OF REGENTS  
FOR AND ON BEHALF OF ARIZONA  
STATE UNIVERSITY**

By: \_\_\_\_\_

By: Michael Crow

Print Name: \_\_\_\_\_

Print Name: Michael M. Crow

Title: \_\_\_\_\_

Title: President



**EXHIBIT A**  
**TO PROGRAM AGREEMENT**  
**DEVELOPMENT OF MARKETING AND COMMUNICATION PLANS AND MATERIALS**

This Exhibit has been prepared pursuant to Section 8 of the Program Agreement (the “Agreement”) between Starbucks and ASU. This Exhibit may be amended from time to time by the parties based on experience with the Program and mutual understanding and agreement of what is in the Program’s best interest for both parties as expressed by the Program Steering Committee. The parties further acknowledge that such guidelines are intended to provide general parameters for the operation of the Program but are not intended to be binding on the parties.

Specific Initiatives to Support the Program. Certain initiatives to support the launch and ongoing promotion and development of the Program are as follows:

- a. Development of the Program Web Page. Starbucks, in cooperation with ASU, will develop a new web destination at the URL [www.starbucks.com/collegeplan](http://www.starbucks.com/collegeplan) (the “Program Website”). The Program Website will contain content-rich descriptions of the Program, including eligibility requirements, general information about ASU and its variety of online degree programs, and a hyperlink to ASU-hosted website and resources. Starbucks will host and maintain the Program Website and will own and maintain the URL. Content developed for the Program Website will be owned as set forth in the Agreement, except as the parties may otherwise agree in writing.
- b. Program Launch and Ongoing Support Activities. Public events (which the parties contemplate will include joint media appearances) for the Program launch, for which the parties plan to be attended by the President of ASU and the CEO of Starbucks will include:
  - June 16, 2014: Announcement of The Starbucks College Achievement Plan at Starbucks Partner Family Forum in New York, New York
  - June 18, 2014: Starbucks Partner Family Forum in Washington D.C.
  - October 13-15 2014: Presentation and discussion of The Starbucks College Achievement Plan at Starbucks District Manager Leadership Experience (Conference) in Seattle, WA;
  - October 2015: Presentation and engagement of The Starbucks College Achievement Plan at Starbucks Global Leadership Experience (Conference) in Orlando, FL. Specific dates of conference to be determined.

The parties contemplate that they will from time to time engage in similar public events, activities and speeches during the term of the Agreement, and will cooperate to make their senior executives available to participate at reasonable times and reasonable intervals for such events, activities and speeches.

## EXHIBIT B TO PROGRAM AGREEMENT DATA EXCHANGE PROCEDURES

This Exhibit has been prepared pursuant to Section 8 of the Program Agreement (the “Agreement”) between Starbucks and ASU, and sets forth the processes the parties will attempt to use to exchange data to enable them to administer and evaluate the Program. This Exhibit may be amended from time to time by the parties based on experience with the Program and mutual understanding and agreement of what is in the Program’s best interest for both parties as expressed by the Program Steering Committee. The parties further acknowledge that such guidelines are intended to provide general parameters for the operation of the Program but are not intended to be binding on the parties.

To administer the Program, Partner Data will be exchanged between three parties: Starbucks, ASU, and Starbucks’ benefits administrator, Aon Hewitt. Set forth in the diagram below are the exchange points and commitments as currently contemplated:

