


CHARTER MEMBER PARTICIPATION AGREEMENT

Cover Sheet

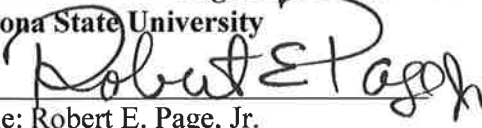
<u>Parties:</u>	<p>Arizona Board of Regents for and on behalf of Arizona State University, with a principal place of business in Tempe, AZ (“<u>Institution</u>”)</p> <p>edX Inc., a Massachusetts nonprofit corporation, with a principal place of business of 141 Portland Street, 9th Floor, Cambridge, MA 02139 (“<u>edX</u>”)</p>
<u>Effective Date:</u>	March 1, 2015
<u>Membership Fee:</u>	Membership fees WAIVED by edX
<u>Annual Fees:</u>	\$45,000 starting in year 2 of the Term and continuing on an annual basis thereafter
<u>Initial Term:</u>	3 years, with two one-year renewal terms, for up to 5 years, unless earlier terminated in accordance with <u>Section 10(b)</u>
<u>Hosting:</u>	<p>MOOCs on edX Site: unlimited</p> <p>On-campus use of MOOCs on Edge Site: 10 for each 12 months of the Term, in accordance with <u>Section 1(b)(ii)</u> of the attached terms and conditions.</p>
<u>Course Minimum:</u>	Institution must offer 20 distinct InstitutionX Courses as MOOCs on the edX Site within the 22 months of the Effective Date with at least 7 MOOCs starting within 12 months of the Effective Date.
<u>Course Ratio:</u>	<p>The ratio of distinct Professional Ed Courses to distinct MOOCs hosted by edX during the Term shall not exceed 1.5:1 (the “<u>Course Ratio</u>”). In other words, edX will host 1.5 Professional Ed Courses for every 1 MOOC offered by Institution. This ratio made by modified by the parties upon mutual written agreement.</p> <p>For purposes of determining compliance with the Course Ratio, a repeat MOOC shall not be considered a distinct MOOC, and a repeat Professional Ed Course shall not be considered a distinct Professional Ed Course.</p>
<u>Course Revenue:</u>	Shared between Institution and edX as set forth in <u>Section 1(d)</u> of the attached terms and conditions.
<u>Data:</u>	EdX will provide Institution with full access to the Learner Data that edX collects with respect to students enrolling in InstitutionX Courses.
<u>Training Sessions:</u>	Training for up to 10 Institution designees as outlined in the attached terms and conditions.
<u>Course Team Support:</u>	Support from an edX program manager for InstitutionX Courses offered as MOOCs, as outlined in the attached terms and conditions.
<u>Learner Support:</u>	Processing of unlimited support tickets in English with respect to InstitutionX Courses offered as MOOCs.
<u>edX Studio:</u>	Free access for Institution designees to the edX-hosted version of Studio, edX’s course authoring software.
<u>Marketing:</u>	Marketing support as set forth on <u>Schedule A</u> to the attached terms and conditions.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement as of the Effective Date.

EDX INC.

By: 
Name: Anant Agarwal
Title: CEO

**Arizona Board of Regents for and on behalf of
Arizona State University**

By: 
Name: Robert E. Page, Jr.
Title: Provost

CHARTER MEMBER PARTICIPATION AGREEMENT

Terms and Conditions

These terms and conditions and the cover sheet to which they are attached (the “Cover Sheet” and, collectively, the “Agreement”) confirm the deal terms between Arizona Board of Regents for and on behalf of Arizona State University (“Institution”) and edX Inc. (“edX”), effective as of the date set forth on the Cover Sheet (“Effective Date”), whereby Institution is participating in the edX Membership Program (defined below) under the terms and conditions set forth in this Agreement. EdX and Institution may hereinafter be identified as, each, individually, a “Party” and, collectively, the “Parties.” This Agreement should be read together with each schedule (“Schedule”) the Parties may execute hereunder, all subject to the terms of this Agreement, which are expressly incorporated herein.

Background

- A. EdX is a non-profit company that provides training, hosting and other services in connection with online and blended learning, which services are designed to facilitate optimum learner outcomes.
- B. Under the “edX Membership Program,” edX offers colleges, universities, for-profit companies and other institutions an opportunity to participate in its online and blended learning efforts by developing massive open online courses and professional education courses to be hosted on the edX software platform (the “Platform”) and available on the www.edX.org website (“edX Site”).
- C. Institution desires to develop and contribute courses created, produced and administered by its faculty or personnel to the edX course offerings (“InstitutionX Courses”) and engage edX to provide training, hosting and certain other services upon the terms and conditions set forth herein, and edX is willing to perform such services.
- D. Institution and edX will collaborate on certain collaboration opportunities described in Schedule F and including without limitation the promotion and provision of an arrangement that offers edX learners the opportunity to take a full range of InstitutionX Courses offered as MOOCs on the edX Site and receive Institution credit towards a bachelor’s degree equivalent to a full freshman year (the “Global Freshman Academy”). As part of the Global Freshman Academy, Institution will also evaluate other MOOCs offered on the edX Site and, subject to appropriate review and approval, consider offering Institution credit for a fee to edX learners who earn, or have earned, verified certificates of achievement for such MOOCs.

The Parties hereby agree as follows:

1. Membership Benefits.

- a. General. Institution has elected to participate in the edX Membership Program as a “Charter Member,” upon the terms and conditions set forth below.
- b. Waiver of Membership Fee; Annual Maintenance Fee. EdX hereby waives its standard US \$500,000 membership fee for Institution. Starting in the second year of the Term, Institution shall pay edX an annual maintenance fee of US \$45,000 (each, an “Annual Fee”). There is no Annual Fee for the first year of the Term.

- c. Benefits. Institution will be entitled to the following benefits as a Charter Member. EdX may, in its sole discretion, provide additional benefits to Institution, consistent with the benefits offered to other Charter Members.
- i. *Hosting of InstitutionX Courses*. Each year of the Term, edX will host an unlimited number of InstitutionX Courses as MOOCs or Professional Ed Courses on the edX Site subject to the Course Ratio described on the Cover Sheet. For purposes of this Agreement, (1) a “MOOC” is a massive open online InstitutionX Course offered and available to any and all interested third parties at no cost to the end-user except for any fees associated with the issuance of verified certificates of achievement; and (2) a “Professional Ed Course” is an InstitutionX Course offered to interested learners for a mandatory registration fee to be determined by Institution.
 - ii. *Hosting for Campus Use of InstitutionX Courses*. Each year of the Term, edX will host the number of InstitutionX Courses set forth on the Cover Sheet for use by registered Institution students for free on the <https://edge.edx.org> site (the “Edge Site”), provided Institution must have previously offered, or have a good faith intent to offer, such InstitutionX Courses as MOOCs on the edX Site.
 - iii. *Access to Content Management Systems*. EdX will provide the Institution designees responsible for creating and administering InstitutionX Courses with access to the edX-hosted version of Studio, its course authoring software.
 - iv. *Training Services*. Each year of the Term, Institution may send up to ten (10) of its faculty members or personnel to one of edX’s standard 1.5 day training sessions on course development, which will take place monthly at edX’s offices in Cambridge, MA and be open to Institution and other institutions on a first-come, first-serve basis. Subject to availability, Institution may send its designees to the same training session or divide them among different sessions. Alternatively, upon request by Institution, edX will send a training team to Institution in order to instruct a larger group in exchange for Institution’s payment of all travel-related expenses.
 - v. *Marketing of Institution and InstitutionX Courses*. EdX will provide the marketing services set forth on Schedule A. Institution agrees that it shall actively market the InstitutionX Courses, including through social media posts and communications to its staff, students and alumni. Institution will include link(s) on the Institution homepage and any other appropriate Institution website(s) to the edX Site and the InstitutionX Courses offered as MOOCs.
 - vi. *Access to Learner Data*. EdX will provide Institution with full access to the Learner Data that edX collects with respect to students enrolling in InstitutionX Courses, as such term is defined and as set forth in further detail in Section 5.
 - vii. *Course Support*. During the Term, edX will process an unlimited number of learner support tickets in English for InstitutionX Courses offered as MOOCs on the edX Site. EdX will assign Institution a part-time program manager from its Education Services team who will liaise with Institution’s Program Manager (defined below) and provide up to one hour of course support with respect to each InstitutionX

Course offered as MOOCs, including support with respect to the operation and management thereof.

d. InstitutionX Course Revenue Share.

- i. *MOOC Revenue.* For purposes of this Agreement, “MOOC Revenue” means the gross revenue directly derived from InstitutionX Courses offered as MOOCs, less taxes, credits, refunds, charge-backs and the actual out-of-pocket sums paid to third parties for ID verification and credit card processing with respect to verified certificates of achievement. For clarity, the following shall not be included in the calculation of MOOC Revenue: (1) any tuition revenue derived by Institution from its registered students for on-campus use of InstitutionX Courses and (2) any revenue derived from arrangements with third parties not directly related to InstitutionX Courses including, for example, book sales, proctoring services and site-wide employee recruiting services.
- ii. *Professional Ed Revenue.* For purposes of this Agreement, “Professional Ed Revenue” means the gross revenue directly derived from InstitutionX Courses offered as Professional Ed Courses, less taxes, credits, refunds, charge-backs and the actual out-of-pocket sums paid to third parties for ID verification (if applicable) and credit card processing. For clarity, any revenue derived from arrangements with third parties not directly related to Professional Ed Courses including, for example, book sales, proctoring services and site-wide employee recruiting services, shall not be included in the calculation of Professional Ed Revenue.
- iii. *MOOC Revenue Share.* Revenue will be shared between the Parties as set forth on the Cover Sheet, subject to the terms outlined below:
 1. *Minimum Contribution.* Prior to any MOOC Revenue being shared with Institution, edX will receive (a) the first US \$20,000 of MOOC Revenue for each new InstitutionX Course offered as a MOOC, plus (b) the first US \$2,000 of MOOC Revenue for each repeat InstitutionX Course offered as a MOOC (each, the “Minimum Contribution” for such course). Beginning with the sixth new InstitutionX Course offered as a MOOC on the Platform, edX will receive US \$10,000 as the Minimum Contribution for each new InstitutionX Course offered as a MOOC before revenue sharing begins.
 2. *MOOC Revenue Share.* Subject to the Minimum Contribution and Institution’s payment of the Annual Fees, Institution and edX will each receive 50% of MOOC Revenue for each InstitutionX Course offered as a MOOC.
 3. *Changes to MOOC Revenue Share.* Notwithstanding the foregoing, from time to time, edX may upon written notice to Institution: (a) increase the percentage of MOOC Revenue shared with Institution and/or (b) lower the amount of the Minimum Contribution for MOOCs.
 4. *Continuous Courses.* In the event Institution offers any InstitutionX Course as a MOOC on the Platform without a designated start and end date (a

“Continuous Course”), for example, a MOOC in which a student can enroll at any time throughout the year, such Continuous Course will be considered a repeat MOOC every six months, starting on the six-month anniversary of the course launch date. Thus, every six months, any Continuous Course, will accrue an additional Minimum Contribution as a repeat course. Notwithstanding the foregoing, for purposes of determining whether Institution has satisfied the minimum course obligation set forth in Section 4(a), each new Continuous Course will be counted as one MOOC.

- iv. *Professional Ed Revenue Share.* Subject to Institution’s payment of the Annual Fees, Institution and edX will each receive 50% of Professional Ed Revenue for each InstitutionX Course offered as a Professional Ed Course on the edX Site. In the event that Institution requests edX to provide private “White-Label Hosting” as described in Section 2 of Schedule F specifically for InstitutionX Courses offered as Professional Ed Courses that will not be marketed on the edX Site and will be marketed entirely by Institution, Institution will receive 70% of Professional Ed Revenue for each such Professional Ed Course, and edX will receive 30% of such Professional Ed Revenue. From time to time, edX may increase the percentage of Professional Ed Revenue shared with Institution upon written notice to Institution.
 - v. *Distributions of Revenue.* EdX shall pay to Institution its shares of MOOC Revenue and Professional Ed Revenue quarterly in arrears, payable via wire to the account set forth on Schedule B.
2. **Additional Services.** Institution may engage edX to perform additional services set forth in edX’s Services Catalog (e.g., additional training of Institution personnel, course development services) at the rates set forth therein. In such case, the Parties shall enter into a Schedule under this Agreement specifically identifying such services and the applicable fee and payment terms.
3. **Payment Terms.** All invoices issued by edX hereunder will be sent via email to **Director of Fiscal and Business Operations, EdPlus at ASU, Bonnie Wuellner@asu.edu**. Except as otherwise set forth in this Agreement or as otherwise agreed in writing by the Parties, all invoices issued by edX hereunder shall be payable by Institution in US Dollars within thirty days of Institution’s receipt of the invoice. Except for invoiced payments that Institution has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate allowed by applicable law. In addition to all other remedies available under this Agreement or at law (which edX does not waive by the exercise of any rights hereunder), edX shall be entitled to suspend the provision of any services hereunder if Institution fails to pay any undisputed amounts when due hereunder and such failure continues for thirty days following written notice thereof.
4. **Additional Course Terms.**
- a. **Course Selection and Timing.** Institution will select the initial MOOCs and Professional Ed Courses, which will be taught by instructors from Institution as outlined on the Cover Sheet. While edX encourages collaboration with edX on course selection (for example, to expand the breadth of courses offered on the Platform), the final decision of which courses to offer rests with Institution. At a minimum, Institution agrees that it will offer four InstitutionX Courses as MOOCs on the Platform each year of the Term. For purposes of clarity, a repeat course will not be considered a “distinct” InstitutionX Course for purposes

of satisfying this requirement. No later than three months after the Effective Date, Institution shall provide edX with the course name, description and probable starting date for each such InstitutionX Course to be offered in the first year of the Term.

- b. Program Manager. Within fifteen days of the Effective Date, Institution will appoint an individual to serve as its program manager (the “Program Manager”) and notify edX of the Program Manager’s name and contact information via email at legal@edx.org. Institution will use its best efforts to streamline communications through the Program Manager, who will serve as the primary point of contact and communication for edX.
- c. Quality Control.
 - i. In an effort to ensure the quality of courses offered on the Platform, edX will provide Institution with a checklist outlining certain minimum criteria for all InstitutionX Courses offered as MOOCs (as amended from time to time, the “MOOC Development Checklist”). The MOOC Development Checklist may be reasonably amended from time to time by edX upon thirty days’ prior written notice to Institution, including but not limited to notice by e-mail, distribution at a training session and/or by posting in Studio.
 - ii. Prior to the launch date for each new InstitutionX Course offered as a MOOC or a Professional Ed Course on the Platform, Institution must certify to edX at checklist@edx.org that such InstitutionX Course satisfies the minimum criteria set forth in the then current MOOC Development Checklist. EdX shall not be obligated to host any InstitutionX Course as a MOOC on the Platform unless this certification has been made or edX has waived the certification requirement in its sole discretion. For purposes of clarity, this certification requirement does not apply to repeat offerings of an InstitutionX Course. In accordance with Section 8, edX reserves the right to remove from the Platform or suspend hosting services with respect to an InstitutionX Course in the event edX determines in its sole discretion that such InstitutionX Course does not satisfy the minimum criteria set forth in the MOOC Development Checklist in effect when the InstitutionX Course was first offered.
- d. Certificates; Offering of Credit.
 - i. An online learner who demonstrates mastery of the course subject for an InstitutionX Course offered as a MOOC on the Platform will be eligible to receive a certificate acknowledging such mastery.
 - ii. At Institution’s option, Institution may offer verified certificates of achievement for any InstitutionX Course offered as a MOOC for a specified charge. Institution will have sole discretion to determine the amount of any such charge, provided that such charge is at least equal to edX’s then approved minimum pricing.
 - iii. All certificates will bear Institution’s X brand name as set forth in the Trademark License, the edX name and the name of the InstitutionX Course. Institution will designate a person (for example, dean of online education) or persons to sign the certificates. EdX will maintain the capacity to verify the authenticity of certificates.

Institution must use the “edX” approved styles of certificates, which may be updated from time to time at edX’s sole discretion.

- iv. Institution may offer credit for InstitutionX Courses in a manner to be determined solely by Institution. Prior to Institution offering credit for any InstitutionX Course offered as a MOOC on the Platform, the Parties shall enter into a Schedule under this Agreement setting forth a mutually agreeable revenue share for any revenue generated by such for-credit InstitutionX Course, which will not be deemed Revenue for purposes of Section 1(c).

5. Data.

- a. EdX Rights in Data. Subject to compliance with data privacy and other applicable laws: edX will have the right to use to the fullest extent permitted by applicable law: (i) any registration data, such as the identity, contact information and location of learners, collected from edX learners who register on the edX Site and/or who enroll in one or more courses on the Platform and (ii) any data derived from such learners’ participation in such InstitutionX Courses, such as data regarding learning methods, experiences and outcomes (the data described in clauses (i) and (ii), collectively, “Learner Data”). To the extent edX may need permission from Institution to use Learner Data from InstitutionX Courses in accordance with this paragraph and/or to distribute such Learner Data in de-identified form to other edX Charter Members (i.e., institutions that are members of the xConsortium), Institution hereby grants edX such rights. Any transfer of data subject to the Family Education Rights and Privacy Act and its supporting regulations (“FERPA”) will be governed by the terms of the “FERPA School Official Agreement” attached hereto as Schedule C, to the extent applicable.
- b. Institution Rights in Data. Institution will receive the identifiable Learner Data from its InstitutionX Courses, which it may use in accordance with edX’s Privacy Policy, as it may be amended from time to time, subject to compliance with FERPA, data privacy and all other applicable laws. To the extent Institution may need permission from edX to use Learner Data from its InstitutionX Courses in accordance with this paragraph, edX hereby grants such rights. In addition, Institution will be entitled to receive de-identified Learner Data from all Charter Members. EdX hereby grants to Institution a limited, royalty-free, non-exclusive, worldwide license to use such de-identified Learner Data during the Term for scientific research, including research in the areas of cognitive science and education, for example, to evaluate the impact of edX on the worldwide educational community, to improve education on campus and online and to analyze statistics on student performance and how students learn.

6. Intellectual Property.

- a. Ownership of Course Content. The intellectual property rights in the InstitutionX Course content will be as follows:
 - i. As between Institution and edX, all right, title and interest in and to content created solely by Institution or its faculty or personnel will remain with Institution or its faculty or personnel, except for the license to edX described in Section 6(b) below.

- ii. As between Institution and edX, content improvements created by edX or jointly by edX and Institution or its faculty or personnel in response to accessibility requests to accommodate learners with disabilities, such as translations, captioning or video annotations, will be owned by Institution or its faculty or personnel. Institution hereby grants edX a non-exclusive, royalty-free, fully-paid up license at no cost to such content improvements during the Term.

b. Licensing of Course Content.

- i. Open License. EdX encourages institutions to license content on the edX Site under the Creative Commons' Attribution-NonCommercial-ShareAlike license (CC BY-NC-SA) or another appropriate open license. If Institution wishes to use an open license for its InstitutionX Course content, the terms of such open license shall (1) automatically be deemed to be incorporated by reference into the Copyright License (defined below) between the Parties, (2) apply to the applicable InstitutionX Course content being licensed under such open license and (3) be included with InstitutionX Course content on the edX Site and/or the Edge Site.
 - ii. Copyright License. Upon execution of this Agreement, Institution and edX will enter into the copyright license agreement attached hereto as Schedule D (the "Copyright License") for use of the InstitutionX Course content and content improvements in connection with the Platform, any services provided hereunder and as otherwise agreed in writing by the Parties.
- c. Ownership of Platform. All right, title and interest in and to the Platform, and all updates, modifications, enhancements, improvements or upgrades by Institution or its personnel, will be owned by edX, and Institution hereby assigns such updates, modifications, enhancements, improvements and upgrades to edX. If Institution contributes to the Platform, Institution will execute, at edX's option, an assignment to edX of all rights in platform elements (and all updates, modifications, enhancements, improvements and upgrades) provided by Institution or its faculty, personnel or contractors, in a form reasonably acceptable to edX.
- d. Trademarks. Upon execution of this Agreement, Institution and edX will enter into the trademark license agreement attached hereto as Schedule E for the use of edX's and Institution's respective marks and logos (the "Trademark License").
- e. Agreements with Faculty, Personnel and Third Parties; Releases. Institution will require and obtain from its faculty and other instructors providing InstitutionX Course content for the Platform, its personnel, its contractors and third parties (e.g., textbook publishers) an applicable license, release and/or other written authorization to enable Institution to transfer or grant to edX the rights described above and to otherwise carry out this Section 6. In addition, to the extent any other persons participate in an InstitutionX Course, Institution will require and obtain from such course participants a suitable license and release to enable Institution to grant the licenses set forth in the Copyright License.

7. Non-Infringement.

- a. **Content.** Institution will be responsible for ensuring that all content (including third party content contained in InstitutionX Courses) provided by Institution or its instructors to edX may be used and made available via the Platform, including without limitation, the edX Site and Edge Site, without infringing or violating any copyright or other intellectual property rights of any third party. EdX may take down content that is the subject of an actual or reasonably anticipated claim by a third party and, to the maximum extent permitted by applicable law, Institution will indemnify and hold edX harmless for any such claim.
 - b. **Platform.** Institution will be responsible for ensuring that all source code (including third party code) contributed to the Platform by Institution or its representatives may be used and made available by edX without violating any copyright or other intellectual property rights of any third party. EdX may delete any code that is the subject of an actual or reasonably anticipated claim by a third party and, to the maximum extent permitted by law, Institution will indemnify and hold edX harmless for any such claim relating to source code contributed to the Platform by Institution or its representatives.
8. **Removal of Content.** Notwithstanding anything in this Agreement to the contrary, in the event edX determines in its sole discretion that any content provided on the Platform under Institution's name is offensive, inappropriate, obscene, unlawful, not up to the quality standards set forth in the MOOC Development Checklist in place when the InstitutionX Course was first offered or otherwise objectionable, edX may remove such content from the Platform upon written notice to Institution. Within five business days of receiving such notice, Institution may appeal the removal of such content by written notice to edX. During the ten business days following edX's receipt of such appeal notice, the Parties agree to work together in good faith to resolve edX's objections to the content and implement a mutually agreeable resolution; provided, however, that any decision to repost the removed content to the Platform either during or after the appeal process described herein shall be in edX's sole discretion. The Parties acknowledge that edX's rights under this **Section 8** are in addition to and not in substitution of its rights under **Section 7**.
9. **Compliance with Laws.** Institution and edX shall each comply with all applicable laws in connection with its activities hereunder, including without limitation, U.S. federal and state laws pertaining to data privacy, privacy of educational records, accessibility and laws governing Title IV eligible institutions.
10. **Term and Termination.**
 - a. The initial term of this Agreement (the "**Initial Term**") will commence as of the Effective Date and will continue until the third anniversary of the Effective Date unless earlier terminated in accordance with **Section 10(b)**. After the Initial Term, this Agreement may be renewed by written agreement of the Parties for up to two consecutive one-year terms (each a "**Renewal Term**") unless either Party provides written notice to the other Party at least ninety days before the expiration of the Initial Term or the then current Renewal Term. The Initial Term and the Renewal Term(s) are collectively referred to as the "**Term**."
 - b. This Agreement may be terminated:
 - i. upon the mutual written agreement of the Parties;

- ii. if either Party shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within thirty days after the other Party has given written notice thereof to the breaching Party;
 - iii. by Institution, in accordance with A.R.S. § 35-154, if Institution's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, in which case Institution may provide written notice of this to edX and cancel this Agreement without further obligation of Institution. Appropriation is a legislative act and is beyond the control of Institution; or
 - iv. by Institution, in accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, within three years after the Effective Date, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Institution, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- c. In the event of any termination or expiration of this Agreement, Institution shall pay any invoices submitted for services delivered up to the date of termination or expiration.
11. **Survival.** Upon termination or expiration of this Agreement, any terms of this Agreement that by their nature extend beyond the termination of this Agreement, including, without limitation, the terms of Sections 2 (with respect to payment obligations), 3, 5, 6, 7, 10(c) and Sections 11 through 17 will continue in full force and effect.
12. **Confidentiality.** Subject to Institution's obligations as a public institution under Arizona law including without limitation A.R.S. §§ 39-121 through 39-127 regarding public records, the Parties each agree to keep confidential (and not use other than for the purposes of this Agreement) information, provided in writing (including by electronic or other data transmission or in any other form or media whatsoever), whether furnished or made available before or after the date of this Agreement, that is confidential, or proprietary, and that is otherwise not generally available to the public, including, without limitation, trade secrets, marketing and sales information, product information, technical information and technology, information about trade techniques and other processes and procedures, financial information and business information, plans and prospects and is marked by the disclosing Party at the time of disclosure as "Confidential". This obligation shall not apply (a) to materials the recipient already knows, receives from a third party without any obligation of confidentiality or independently develops or (b) to the extent required to be disclosed by operation of law, court order or governmental order. To the extent a Party is required to disclose any such confidential information by operation of law, court order or governmental order, such Party shall give the other Party prompt notice, and shall use its reasonable efforts to cooperate with such other Party, if such other Party wishes to obtain a protective order or otherwise protect its rights and interests in and to such confidential information and the confidentiality thereof. Without limiting the foregoing, all personally identifiable information and student educational records shall be maintained in confidence as required by law.
13. **Non-Solicitation.** Institution agrees that, during the Term and for a period of one year thereafter, it will not either directly or indirectly solicit the services of any of edX's employees or contractors. The

use of general solicitations (such as advertisements in publications) and the hiring of persons obtained through such method shall not be deemed a violation of this Section.

14. **Publicity.** The Parties will coordinate regarding any potential press or media announcement regarding Institution's participation in the edX Membership Program. Neither edX nor Institution will make any press or media announcements concerning this Agreement or, except as expressly provided by the Trademark License, use the other's names, trademarks, logos or insignia, or any version, abbreviation or representation of them, in any advertising, publicity, promotional materials or other public announcement without the prior written consent of the other.
15. **Limitation of Liability.** Except as provided in Section 7, neither Party nor any affiliate (nor any faculty member, trustee, officer, director, employee or agent of any of them) will be liable to the other for any indirect, special, incidental or consequential damages sustained or incurred in connection with this Agreement and the services that are subject to this Agreement, regardless of the form of action and whether or not such damages are foreseeable.
16. **Notices.** Any notice or other communication required or permitted under this Agreement will be properly addressed to the other Party as set forth below and will be: (a) hand delivered; (b) mailed, postage prepaid, first class, certified mail, return receipt requested; or (c) sent, shipping prepaid, receipt requested via a reputable courier service. Either Institution or edX may change its address to which notices will be sent by giving notice to the other Party in accordance with the terms of this Section.

For notices to Institution:

Executive Vice Provost/Dean
EdPlus at ASU
Skysong Second Floor
Mail Code 9508
1365 North Scottsdale Road
Scottsdale, AZ 85257

For notices to edX:

Tena Z. Herlihy
General Counsel
edX Inc.
141 Portland Street, 9th Floor
Cambridge, MA 02139

17. **Miscellaneous**

- a. **Entire Agreement.** This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement between the Parties as to the matters hereunder, supersedes all prior and contemporaneous understandings and agreements, with respect to such matters, and there are no other contracts, express or implied. In the event of any conflict between these terms and conditions and those of the Cover Sheet or any Schedule, these terms and conditions shall control.

- b. Independent Contractors. The Parties are acting hereunder as independent contractors and this Agreement shall not be construed as any authority for either Party to act for the other Party in any agency, joint venture or other capacity, or to make commitments of any kind for the account of or on the behalf of the other.
- c. Amendment and Waiver. This Agreement may be amended or modified only by a writing signed by each Party. A Party may waive one or more of the other Party's obligations or its own rights under this Agreement. A Party's waiver shall be read narrowly to apply only to the rights or obligations described in the waiver, and the waiver may not be construed to waive any future obligation or exercise of rights.
- d. Governing Law; Venue. This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.
- e. No Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation, by merger, operation of law or otherwise, without the other Party's prior written consent; provided, however, that no consent shall be required for an assignment of this Agreement by a Party to any other entity, which controls, is controlled by or is under common control with such Party. Any attempted assignment in violation of this Section will be void.
- f. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of edX and Institution and their permitted successors and assigns.
- g. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.
- h. Headings. This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement and should not be used in the construction of this Agreement.
- i. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which together constitute one and the same instrument. Facsimile or scanned signatures shall be deemed original signatures for all purposes.
- j. Nondiscrimination. The parties will 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. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in**

employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- k. Arbitration. In the event of litigation, as required by A.R.S. § 12-1518, the Parties agree to make use of arbitration to the extent this Agreement is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- l. Records. To the extent required by A.R.S. § 35-214, edX will retain all records relating to this Agreement and make such records available at all reasonable times for inspection and audit by Institution or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by Institution on reasonable notice to edX.
- m. Indemnification Limitation. ASU is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Contract to the contrary, ASU's liability under any claim for indemnification is limited to claims for property damage, including without limitation claims for intellectual property infringement, personal injury, or death to the extent caused by acts or omissions of ASU.
- n. On-Campus Requirements. In the event that edX employees, officers, subcontractors, consultants, agents, guests, invitees or licensees shall be onsite at Institution pursuant to this Agreement ("Campus Visitors"), edX shall notify Campus Visitors of the following Institution requirements and will enforce such requirements to the extent required by applicable Arizona law:
 - i. Weapons, Explosive Devices and Fireworks. Institution prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of Institution or its affiliated or related entities, in all Institution residential facilities (whether managed by Institution or another entity), in all Institution vehicles, and at all Institution or Institution affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by the Chief of the Institution Police Department or a designated representative. Institution's policy may be accessed through the following web page: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.
 - ii. Tobacco-Free Campus. Institution is tobacco-free. For details visit

Schedule A
Marketing Services

1. Inclusion of Institution logo (in the Charter Members section) on the edX schools and partners website*
2. One hour marketing strategy/kickoff meeting with edX Marketing and Public Relations team
3. Bi-monthly marketing strategy meetings with edX Marketing and Public Relations team (optional for Institution)
4. Access to marketing/communications best practices documentation
5. 24/7 access to edX marketing/communications portal for group learning
6. Homepage presence/marketing of InstitutionX Courses*
7. Ongoing inclusion within outboard e-mail communications to registered edX learners*
8. Ongoing inclusion within edX social media outreach*

*Note: For items 1, 6, 7 and 8 above, the location and prominence of Institution and InstitutionX Courses on the edX schools and partners website and the homepage and in communications and social media posts in relation to other institutions with course offerings on the edX Site will be dependent on Institution's and such other institutions' type of membership and, in edX's discretion, the status of the participating institution(s) and the course relevance and quality.

Schedule B
Wire Instructions

Bank of America, NA
Phoenix, AZ USA
Account: 468-1682238
Name: ASU Incoming Electronic Payments
ABA #: 0260-0959-3

Schedule C
FERPA School Official Agreement

This FERPA School Official Agreement (this “Agreement”) is made and entered into as of March 1, 2015 (the “Effective Date”) by and between edX Inc., a Massachusetts nonprofit corporation, with a principal place of business of 141 Portland Street, 9th Floor, Cambridge, MA 02139 (“edX”) and the Arizona Board of Regents for and on behalf of Arizona State University, with a principal place of business in Tempe, AZ (“Institution”).

RECITALS

- A. Under that certain Charter Member Participation Agreement dated as of March 1, 2015, by and between Institution and edX (as amended from time to time, the “Participation Agreement”), edX and Institution have agreed that Institution will offer online versions (“InstitutionX Courses”) of certain of its on-campus courses via the edX online platform, and that edX will provide hosting and delivery services for the InstitutionX Courses.
- B. While hosting and delivering the InstitutionX Courses and for some time thereafter, edX will have access to and/or store on its servers educational records and personally identifiable information of learners who have registered for InstitutionX Courses (“InstitutionX Learners”), as to which Institution may have certain obligations under the Family Educational Rights and Privacy Act and its supporting regulations.

In consideration of the mutual covenants and agreements of the parties contained herein, the parties agree as follows:

1. ADDITIONAL DEFINITIONS. —

- a. “FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.
- b. “InstitutionX Education Records” means Education Records (as that term is defined in FERPA) concerning InstitutionX Learners or Institution students that edX comes to have in connection with InstitutionX Courses or the edX educational venture.
- c. Other capitalized terms that are not defined elsewhere in this Agreement have the meanings given to them under FERPA.

2. EDX AS CONTRACTOR. — EdX agrees that as a contractor to whom Institution has outsourced institutional services:

- a. EdX is performing an institutional service for which Institution would otherwise use Institution employees;
- b. EdX is under the direct control of Institution with respect to Personally Identifiable Information from InstitutionX Education Records;
- c. EdX is subject to and will comply with all FERPA requirements governing the use and redisclosure of Personally Identifiable Information from InstitutionX Education Records, including without limitation the requirements of 34 CFR § 99.33(a); and
- d. EdX and any subcontractors it retains to perform the services under this Agreement are designated as “school officials” for ASU under FERPA.

3. MAINTENANCE AND ACCESS. — EdX will maintain the InstitutionX Education Records during the term of this Agreement. If Institution wishes to gain access to any of the InstitutionX

Education Records, edX will provide electronic copies to Institution upon request, provided that such requests are reasonable in their scope and frequency.

4. **DISCLOSURES BY EDX.** — EdX will cooperate with Institution in making disclosures of InstitutionX Education Records that Institution is required or wishes to make. If edX receives a request for information from an InstitutionX Education Record, edX will, if permitted by applicable law, inform Institution and follow its directions in responding. EdX will maintain a record of the disclosures it makes, in accordance with FERPA. EdX will not disclose any Personally Identifiable Information from an InstitutionX Education Record without Institution's approval.
5. **APPROVALS AND CONSENTS BY INSTITUTION.** — Institution will designate a person who will be authorized to give approvals and consents on Institution's behalf for purposes of this Agreement, and edX will deal with that person in connection with such matters.
6. **TERM AND TERMINATION.** — This Agreement will remain in effect for as long as edX holds InstitutionX Education Records or until such earlier time as edX and Institution replace this Agreement with a different one.
7. **WHOLE AGREEMENT.** — This Agreement (a) represents the entire understanding between the parties with respect to its subject matter and (b) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, whether oral, written, or otherwise memorialized, that relate to the subject matter of this Agreement.
8. **MISCELLANEOUS.** — Sections 15, 16 and 17(b) through 17(m) of the Participation Agreement are hereby incorporated into this Agreement by reference, mutatis mutandis, as if such provisions were fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Arizona Board of Regents for and on behalf of
Arizona State University

By: _____

Name: ROBERT E. PAGE JR.

Title: UNIVERSITY PROVOST

edX Inc.

By: _____

Name:

Title:

Schedule D
Copyright License Agreement

This Copyright License Agreement (this “License”) is made and entered into as of March 1, 2015 (the “Effective Date”) by and between edX Inc., a Massachusetts nonprofit corporation, with a principal place of business of 141 Portland Street, 9th Floor, Cambridge, MA 02139 (“edX”) and Arizona Board of Regents for and on behalf of Arizona State University, with a principal place of business in Tempe, AZ (“Institution”).

Recitals

- A. Reference is made to that certain Charter Member Participation Agreement dated as of March 1, 2015, by and between Institution and edX regarding their collaborative efforts in online education (together with all Schedules thereto, the “Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- B. The Agreement is incorporated in its entirety herein by reference; in the event of irreconcilable conflict or inconsistency between the Agreement and this License, the Agreement shall control, provided, however, that any doubt about the consistency of the Agreement and this License shall be resolved in favor of consistency. Specific reference in this License to any provision of the Agreement is for purposes of clarity and shall not be deemed to derogate in any way from the incorporation of the Agreement in its entirety in this License.
- C. This License is the content license from Institution to edX contemplated and required by Section 6(b) of the Agreement.
- D. This License is intended to set forth the terms and conditions on which Institution will provide and license rights in course content that is created solely by Institution or its faculty, personnel or contractors (“InstitutionX Course Content”) for use on the Platform for purposes of online courses of instruction, whether such courses are MOOCs or courses of a different scale and nature.

Grant of License – Terms and Conditions

- 1. License. Institution as licensor hereby grants to edX as licensee on the terms and conditions set forth in this License a non-exclusive, non-transferable, sublicensable, royalty-free, fully paid-up, worldwide license to InstitutionX Course Content and improvements thereto for use in connection with the edX platform, providing services to Institution under the Agreement or as otherwise agreed by the Parties, and advertising and promotion activities relating to the InstitutionX Courses, such license to apply to all media that edX may employ for purposes of online education whether now or only hereafter existing. The foregoing license includes without limitation the right to reproduce, modify, adapt, translate, distribute, transmit, publicly display, publicly perform and otherwise disseminate and make available the InstitutionX Course Content and improvements thereto.
- 2. Sublicense. EdX shall have the right to sublicense to third parties any or all of the rights granted to edX by this License provided that any such sublicense shall (a) be subject to the terms and conditions of this License and the proposed sublicensee shall have so acknowledged in writing, (b) terminate upon termination of this License except to the extent required to allow edX to fulfill obligations undertaken in good faith prior to termination of this License and (c) not be granted to third parties other than individual online learners without Institution’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Term. Unless sooner terminated pursuant to Section 6 hereof, the term of this License shall be the Term of the Agreement.
4. Open-content licenses. For purposes of clarity, the provisions in Section 6(b) of the Agreement and any further agreement between the Parties regarding the license of any InstitutionX Course Content under an open content license, are hereby incorporated herein by reference, and are in addition to and not in limitation of the provisions regarding sublicense in Section 2 of this License.
5. Indemnification. Sections 6(e), 7 and 8 of the Agreement regarding the rights of third parties and indemnification are hereby incorporated in their entirety herein by reference, mutatis mutandis, as if such provisions were fully set forth herein.
6. Termination. This License may be terminated (a) upon the mutual written agreement of the Parties, or (b) if either Party shall fail to perform any of the material terms or conditions of this License and such material breach shall not have been cured within thirty days after the other Party has given written notice thereof to the breaching Party.
7. Survival. Upon termination or expiration of this License, any terms of this License that by their nature extend beyond the termination or expiration of this License, including without limitation Sections 3, 5 and 7 through 9, shall survive such termination or expiration and continue in full force and effect.
8. Entire Agreement. This is the entire agreement between the Parties relating to the subject matter hereof.
9. Miscellaneous. Sections 15, 16 and 17(b) through 17(m) of the Agreement are hereby incorporated into this License by reference, mutatis mutandis, as if such provisions were fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

edX Inc.

By: _____

Name: Anant Agarwal

Title: CEO

Arizona Board of Regents for and on behalf of
Arizona State University

By: _____

Name: ROBERT E. PAGE JR.

Title: UNIVERSITY PROVOST

Schedule E
Trademark License Agreement

This Trademark License Agreement (this “License”) is made and entered into as of March 1, 2015 (the “Effective Date”) by and between edX Inc., a Massachusetts nonprofit corporation, with a principal place of business of 141 Portland Street, 9th Floor, Cambridge, MA 02139 (“edX”) and Arizona Board of Regents for and on behalf of Arizona State University, with a principal place of business in Tempe, AZ (“Institution”).

Recitals

- A. Reference is made to that certain Charter Member Participation Agreement dated as of March 1, 2015, by and between Institution and edX regarding their collaborative efforts in online education (together with all Schedules thereto, the “Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- B. The Agreement is incorporated in its entirety herein by reference; in the event of irreconcilable conflict or inconsistency between the Agreement and this License, the Agreement shall control, provided, however, that any doubt about the consistency of the Agreement and this License shall be resolved in favor of consistency. Specific reference in this License to any provision of the Agreement is for purposes of clarity and shall not be deemed to derogate in any way from the incorporation of the Agreement in its entirety in this License.
- C. This License is the license from Institution to edX of Institution’s marks and logos and the license from edX to Institution of edX’s marks and logos that is contemplated and required by Section 6(d) of the Agreement.
- D. This License sets forth the terms and conditions on which Institution will license to edX the marks and logos listed on Exhibit A attached hereto (the “Institution Marks”) and edX will license to Institution the marks and logos listed on Exhibit B attached hereto (the “edX Marks”) and together with the Institution Marks, the “Marks”), in each case, for use in connection with each Party’s exercise of its rights and obligations arising under and pursuant to the Agreement, including without limitation, the edX services with respect to hosting; online and blended instruction, whether in the form of MOOCs or otherwise; data compilation and research; certification of mastery of subject matter; advertising and promotion activities with respect to InstitutionX Courses; and all such other services as may be agreed to in writing by Institution and edX (the “Services”).

Grant of Licenses – Terms and Conditions

- 1. License. Institution as licensor hereby grants to edX as licensee on the terms and conditions set forth in this License a non-exclusive, non-transferable, sublicensable, royalty-free, fully paid-up, worldwide license to use the Institution Marks in connection with the exercise of its rights and obligations, including the Services, under the Agreement. EdX as licensor hereby grants to Institution as licensee on the terms and conditions set forth in this License a non-exclusive, non-transferable, non-sublicensable, royalty-free, fully paid-up, worldwide license to use the edX Marks in connection with the exercise of its rights and obligations under the Agreement.
- 2. Sublicense. EdX shall have the right to sublicense to third parties any or all of the rights granted to edX by this License provided that any such sublicense shall (a) be subject to the terms and conditions of this License and the proposed sublicensee shall have so acknowledged in writing, (b) terminate upon termination of this License except to the extent required to allow edX to fulfill obligations undertaken in good faith prior to termination of this License and (c) not be granted to third parties other than in connection with the marketing and promotion of InstitutionX Courses

- (e.g., social media posts and listings on third-party aggregator sites that link back to the edX Site) without Institution's prior written consent.
3. Term. Unless sooner terminated pursuant to Section 10 hereof, the term of this License shall be the Term of the Agreement.
 4. Title in Marks. EdX acknowledges that Institution is the owner of the Institution Marks and that all use of the Institution Marks by edX and its sublicensees shall inure to the benefit of Institution. EdX shall not do anything that is inconsistent with such ownership and shall neither acquire nor claim any title to the Institution Marks by virtue of this License or edX's use of the Institution Marks. Institution acknowledges that edX is the owner of the edX Marks and that all use of the edX Marks by Institution shall inure to the benefit of edX. Institution shall not do anything that is inconsistent with such ownership and shall neither acquire nor claim any title to the edX Marks by virtue of this License or Institution's use of the edX Marks.
 5. Infringement. Each Party will immediately advise the other Party of any infringement of the other Party's Marks. In each instance, such other Party will have the sole right to take legal action.
 6. Manner of Use.
 - a. Each Party has the right to establish specifications for the manner of display and other uses of such Party's Marks in all media whether now or only hereafter existing. From time to time, either Party may notify the other Party of any such specifications, and the other Party will use the notifying Party's Marks only in compliance with the then most recent version of such specifications. EdX's current trademark specifications are set forth on Exhibit C hereto. Institution's current trademark specifications are set forth on Exhibit D hereto.
 - b. Institution agrees that it shall not use **ASUX** or **Global Freshman AcademyX** with respect to any online learning activities other than in connection with the InstitutionX Courses on the Platform or as licensed through edX.
 7. Quality Control. The quality of the Services to be provided by edX under the Institution Marks shall meet or exceed all standards and requirements applicable by law; generally accepted in the relevant industry; imposed by any governmental, quasi-governmental, or private rating or accreditation agency to whose oversight or jurisdiction in such matters either Institution or edX is subject, whether by agreement or otherwise; and any and all other standards that may be reasonably specified in writing from time to time by Institution.
 8. Indemnity Relating to Institution Marks. EdX shall indemnify and hold harmless Institution and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from the quality or nature of the Services provided under the Institution Marks or edX's use of the Institution Marks outside the scope of this License. Institution represents and warrants that it is the owner of the Institution Marks and that edX's use of the Institution Marks in accordance with this License shall not infringe the intellectual property rights of any other person. To the maximum extent permitted by applicable law, Institution shall indemnify and hold harmless edX and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from any breach of the foregoing representation and warranty.
 9. Indemnity Relating to edX Marks. To the maximum extent permitted by applicable law, Institution shall indemnify and hold harmless edX and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from the quality or nature of any services provided by Institution under the edX Marks or Institution's use of the edX Marks outside the scope of this License. EdX represents and warrants that it is the owner of the edX Marks and that Institution's use of the edX Marks in accordance with this License shall not


infringe the intellectual property rights of any other person. EdX shall indemnify and hold harmless Institution and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from any breach of the foregoing representation and warranty.

10. Termination. This License may be terminated (a) upon the mutual written agreement of the Parties, or (b) if either Party shall fail to perform any of the material terms or conditions of this License and such material breach shall not have been cured within thirty days after the other Party has given written notice thereof to the breaching Party. Upon termination or expiration of this License for any reason, each Party will cease and desist from use of the other Party's Marks, provided that the desisting Party shall have a reasonable period of time, not to exceed six months, to remove the other Party's Marks from its materials in all media and during which the desisting Party shall have the right to exhaust supplies of existing written materials displaying the other Party's Marks, after which period all remaining supplies of such materials shall be destroyed. Notwithstanding the foregoing, the desisting Party shall not be required either (i) to procure the removal of displays of the other Party's Marks from any locations on the Internet that it does not control, though the desisting Party will cooperate with the other Party, upon the written request and at the sole expense of such other Party, in any undertaking to procure such removal, or (ii) to retrieve for destruction any printed materials bearing the other Party's Marks that have already been disseminated to third parties.
11. Survival. Upon termination or expiration of this License, any terms of this License that by their nature extend beyond the termination or expiration of this License, including without limitation Section 2 and Sections 8 through 13 shall survive such termination or expiration and continue in full force and effect.
12. Entire Agreement. This is the entire agreement between the Parties relating to the subject matter hereof.
13. Miscellaneous. Sections 15, 16 and 17(b) through 17(m) of the Agreement are hereby incorporated into this License by reference, mutatis mutandis, as if such provisions were fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the Effective Date.

edX Inc.

Arizona Board of Regents for and on behalf of
Arizona State University

By: 
Name: Anant Agarwal
Title: CEO

By: 
Name: ROBERT E. PAGE JR.
Title: UNIVERSITY PROVOST

Exhibit A to Trademark License Agreement

Arizona State University Marks





Exhibit B to Trademark License Agreement

edX Marks

edX



Exhibit C to Trademark License Agreement

edX Trademark Specifications

See attached.

Exhibit D to Trademark License Agreement

Institution Trademark Specifications

See attached.

Schedule F
Collaboration Opportunities

1. **Global Freshman Academy.** Institution and edX will collaborate to offer a full freshman year of InstitutionX Courses as MOOCs on the edX Site available to any learner at no charge, or optionally, for Institution credit subject to a fee and subject to all terms and conditions of the Agreement. The following terms establish the Global Freshman Academy framework:
 - a. **Freshman MOOCs.** Institution will identify and submit for appropriate internal review and approval a slate of InstitutionX Courses for which a learner may earn Institution credit equivalent as least to a full freshman year at Institution and to be offered as MOOCs on the edX Site (the “Freshman MOOCs”).
 - b. **Transfer and Transcript.** Institution credit for each Freshman MOOC will be fully transcribed by and transferrable to Institution
 - c. **Performance Criteria.** The performance criteria for earning credit in each Freshman MOOC will be established and updated from time to time by Institution in its sole discretion.
 - d. **Non-InstitutionX MOOCs.** Institution will evaluate other MOOCs offered on the edX Site and, subject to appropriate review and approval, consider offering Institution credit for a fee to edX learners who earn, or have earned, verified certificates of achievement for such non-InstitutionX MOOCs.
 - e. **Fees.** The Parties agree that Institution credit for Freshman MOOCs will be subject to fees determined by Institution, provided that such fees will represent a discount off the costs charged by Institution for on-campus enrollment in courses that cover the same subject matter as the Freshman MOOCs.
 - f. **Revenue.** The Parties will agree upon a revenue share for the gross revenue directly derived from InstitutionX Courses offered as Freshman MOOCs and from non-InstitutionX Courses eligible for Institution credit, less taxes, credits, refunds, charge-backs and the actual out-of-pocket sums paid to third parties for ID verification and credit card processing. Such revenue will not include the following: (1) all fees received by Institution required for expenses relating to transcripts and certification of credit, (2) any tuition revenue derived by Institution from its registered students for on-campus use of Freshman MOOCs and (3) any revenue derived from arrangements with third parties not directly related to Freshman MOOCs including, for example, book sales, proctoring services and site-wide employee recruiting services.
 - g. **Learner Data.** Institution will receive Learner Data for all Freshman MOOCs. Such Learner Data will include identifiable email addresses for use solely by Institution for the purpose of conducting scientific research on the preferences and performance of learners who take Freshman MOOCs. Should Institution decide to award Institution credit for non-InstitutionX MOOCs, as described in Section 1(d) above, Institution will also receive Learner Data for such non-Institution MOOCs.

- h. Recruitment and Marketing. EdX will recruit learners through the edX Site and related global, social and other marketing activities. Institution will recruit learners through links on Institution websites and related marketing activities. The Parties will collaborate on joint press announcements that highlight this first-of-its-kind initiative.
 - i. Presence on the edX Site. The Parties will consider the strategic value of adding an additional “shingle” on the edX Site entitled “Global Freshman AcademyX,” in addition to a shingle for Institution as a Charter Member. All courses in the Global Freshman Academy will be searchable on the edX home page in the same manner as other MOOCs offered on the edX Site.
 - j. Publicity. The Parties will coordinate regarding any potential press or media announcement regarding the Global Freshman Academy. Neither edX nor Institution will make any press or media announcements concerning the Global Freshman Academy in any advertising, publicity, promotional materials or other public announcement without the prior written consent of the other.
- 2. White-Label Hosting. Institution and edX will explore collaborative projects in which edX will provide white-label hosting services (Institution-branded) of the Platform for Institution.
 - a. Types of Projects. Projects may include without limitation revenue-generating projects, degree programs, professional educations programs, or mission-focused service projects.
 - b. Revenue-generating Projects. The Parties will negotiate a revenue share, understanding that Institution will be solely responsible for marketing courses offered through white-label instances hosted by edX.
 - c. Service Projects. The Parties will explore foundation and other funding opportunities together and negotiate a mutually agreeable revenue share.
 - d. Right of Notice and Opportunity to Bid. In the event of custom Institution initiatives that may require or involve running an instance of the Open edX platform, Institution will provide edX with written notice of each such initiative and an opportunity to bid for and negotiate to host the initiative before Institution engages any other hosting provider of Open edX for such initiative.
- 3. Additional Collaborations. Institution and edX will explore collaborations on the edX Site involving the creation of business course sequences, high school courses, and the possibility of degree programs.

Arizona State University

Trademark Protection

The ASU trademarks are the exclusive property of the Arizona Board of Regents. By authority of the regents, Arizona State University maintains ownership of any trademarks, service marks, marks, logos, insignias, seals, designs, or other symbols or devices associated with or referring to ASU. Besides common law rights, "Arizona State University," "ASU," "ASU West," "ASU Polytechnic," "Sun Devils," and "Sparky" (the ASU mascot) (see these marks on the [ASU Communications Guide](#) Web site) are protected by trademark registrations with the State of Arizona and the U.S. Patent and Trademark Office in the Department of Commerce.

Regulation of all uses of ASU marks is essential to protect the university's trademark rights and image from liability and to protect against dilution of the marks. ASU approval is required for all noncommercial and commercial uses of ASU marks. Unauthorized (noncommercial or commercial) use of a mark could effectively prevent ASU from retaining and enforcing its rights in legal and commercial contexts.

The ASU Communications Guide

All formal and official graphic representations must adhere to the guidelines and specifications delineated in the [ASU Communications Guide](#).

Trademark Management Office

The Trademark Management Office actively polices the market and the Internet to protect against unauthorized or unlicensed use of the ASU marks, names, and symbols and to protect licensees from unfair competition. The service mission of the Trademark Management Office is to assist licensees, suppliers, manufacturers, students, staff, and any other persons regarding [licensing](#) issues and uses of ASU marks on apparel and products.

Using Trademarks and Registered Marks

The university logo and word mark, mascot, and seal are registered marks of Arizona State University and must include the ® designation whenever they are used. Please ensure these designations are included on the marks in all publications and printed uses. In addition, the first instance in a publication of any of the marks below used in verbiage must include the ® designation:

Arizona State University Sun Devils Sun Devil Arizona State ASU

The use of "Devils" requires a TM designation.

Any individual, organization, or company wishing to use Arizona State

University's logos and trademarks must obtain the right to do so in writing from the university. All uses of Arizona State University's logos and trademarks must be licensed and shall be regulated by the Trademark Licensing Program at ASU. Additional information about the university's trademarks and the licensing of these marks can be obtained at www.asu.edu/purchasing/tm/index.html and from Steven.Harper@asu.edu.

University Logo



The sunburst logo (shown at right) was introduced in 1995, replacing all pre-existing logos for the university. The logo is made up of a sun icon that is incorporated into the three letter forms (A, S and U) and provides a strong and recognizable graphic image of ASU's mission and purpose.

University Word Mark

ARIZONA STATE
UNIVERSITY

The word mark (shown at right) is a unique typographic element displaying the full name of Arizona State University in a customized typeface based on Perpetua Titling Regular. The word mark may be used on its own or in combination with the logo (see "University Signature" below.)

University Signature



The sunburst logo combined with the university word mark is called the ASU signature. The examples to the right show two versions of the signature: the one on the left is landscape-oriented and the other is centered.

The university logo and word mark:

- are federally registered trademarks and may not be altered or embellished in any way
- may not be used as part of a larger mark, title or graphic
- may not be used as a word
- must include the ® designation whenever they are used

Using the marks as design elements

ASU now allows its marks to be used as design elements in the specific treatments listed below. However, using the marks in these applications does not satisfy the requirement of an official logo or signature on all communications of the university. Uses of the logo and Sparky as a design element, water mark or in a screen tint as described below, must be approved by ASU Brand Council.

As design elements: Portions of the ASU sunburst logo, signature and the Sparky mascot may be used as design elements, but only as portions of the whole mark. For example, Sparky's head may be used, but not removed from his body. The sunburst may be used, but not without the adjacent letter shapes.

As water marks and in screen tints: The sunburst logo, the word mark and Sparky may be used as watermarks in appropriate uses. These marks may also be used in screen tints when used as a design element. All of the marks used in this manner must follow the applicable color standards for that mark.

Who may use the logo, word mark and signature

The ASU logo, word mark and signature may be used only by faculty, staff and units of the university when conducting university business. Voluntary faculty and staff organizations may not use these marks.

Most student organizations may not use these marks. However, paraprofessional student organizations may use the university's marks when representing the university. Paraprofessional student organizations are groups registered with the Student Organization Resource Center (SORC) whose primary purpose is to support Arizona State University in a particular area, such as admissions, community outreach or student government. Paraprofessional organizations include ASASU, Devil's Advocates, START and REACH, among others. It is expected that these groups will use a separate graphic identity from the university; however, because the students represent the university in their roles, it is also expected that the ASU sunburst logo will be included on the sleeve of shirts used for identification purposes.

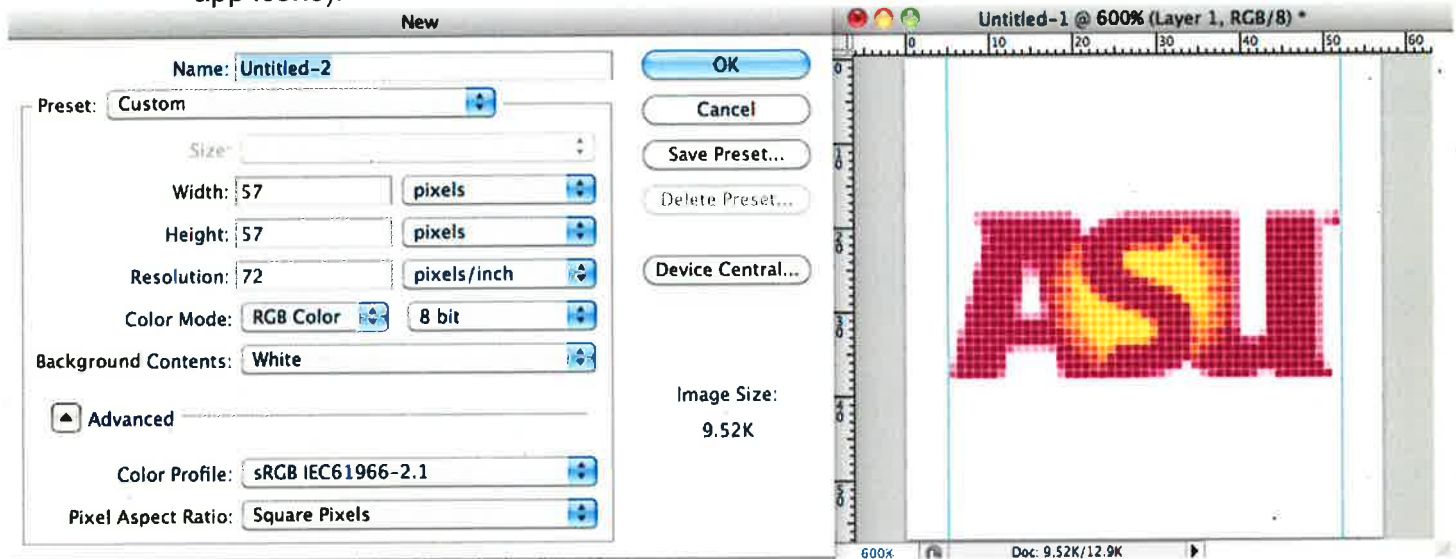
Any individual, organization or entity external to the university interested in using any of the university trademarks must contact ASU Trademark Management at 480-727-7848 or 480-965-5499. Anyone internally of ASU must contact ASU Brand Council.

The Minimum Reproduction

The minimum print reproduction size is 5/16".

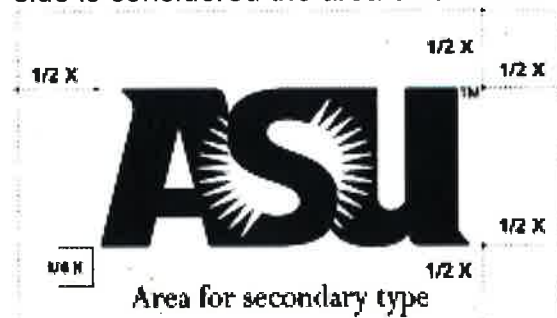


The minimum digital reproduction size is 47 pixels wide (to accommodate mobile app icons).



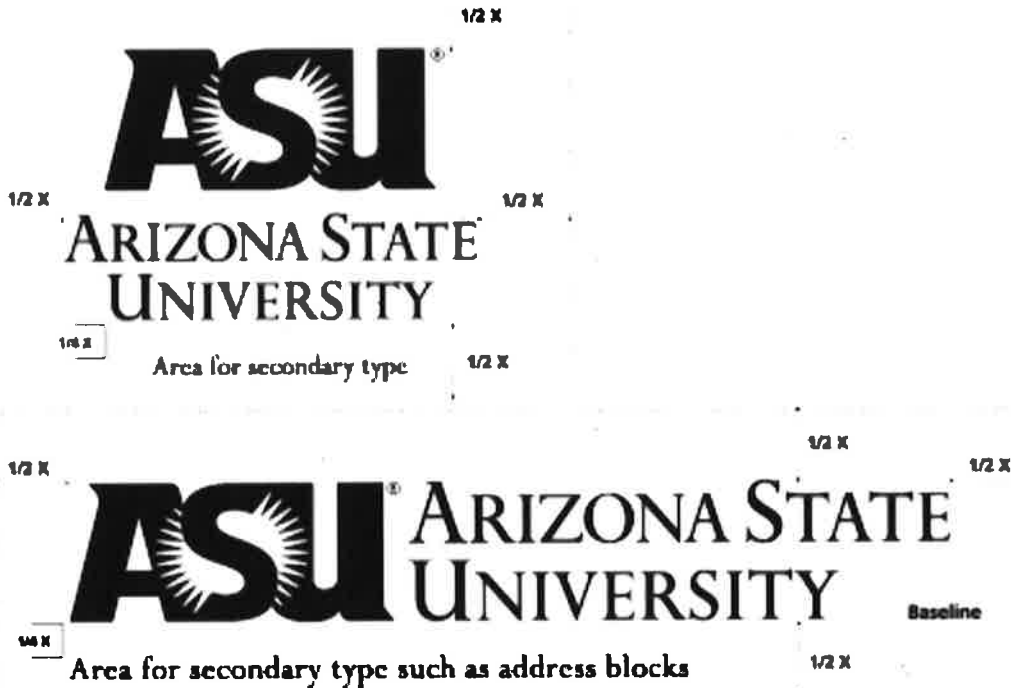
Area of Isolation for the Logo, Word Mark and Signature

The protected area around the logo, word mark or signature is called the "area of isolation". No graphic elements, titles, text, background color changes or other design elements may occur in this protected space. The area of isolation is an area equal to half the height of the logo and extending out on all four sides of the logo. In the example below, X equals the height of the logo, and 1/2 X on each side is considered the area of isolation.



However, the area of isolation may be reduced to 1/4 X for Web applications of the logo, word mark and signatures. For example, if the logo used is 64 pixels high, the VSPACE and HSPACE attribute of the image should be no less than 16 pixels. When the signature is used, the area of isolation is still based on the height of the logo but surrounds the entire signature (see the examples below). When using the word mark, the area of isolation is based on the height of the capital A in Arizona.

Secondary type, as is used in return address blocks with the signature (as shown at right), is the only exception to the area of isolation.



ASU logo showing where to place secondary type

How to access the logo, word mark and signature

The graphics download library of the Communication Guide contains all official versions of the logo and signature in several digital formats. Use of the downloads requires agreement to abide by the university standards within the Communication Guide.

Approved usage of university colors for ASU logo/word mark/signature

The logo and signature should be reproduced in the official university colors only. Below are the only approved color and usage combinations. No other combinations should ever be used. The logo and signature may not be used in gold metallic or PMS 123 gold.

The logo and signatures must never appear in screen tints.

The signature does not always have to accompany the ASU logo when used for marketing to a local audience. However, it must accompany the logo when marketing to areas outside of the Phoenix area.

Differences in ink color may occur depending on the quality of paper or product material used. The final product must match the official PMS colors shown below.

Full Color

ASU Letters - PMS 208 Maroon

Sun - PMS 123 Gold

Word Mark - PMS 208 Maroon



Maroon

ASU Letters - PMS 208 Maroon

Sun - Surface

Word Mark - PMS 208 Maroon



Grey

ASU Letters - PMS 431 Grey

Sun - Surface

Word Mark - PMS 431 Grey



Black

ASU Letters - Black

Sun - Surface

Word Mark - Black



Surface - Any solid color background that does not exceed a color value of 50% Black

Rules for using reversed ASU logo

ASU logo: Must be reversed to white or ivory only.

Signatures: Must be reversed to white or ivory only.

Sun and surface: The sun should not be filled with any color.



It can be used on any background that doesn't distort the readability of the logo, on any solid color background that exceeds a color value of 50% Black.



Embossing, foil stamping, metallic inks

The logo, signature, athletic mascot and seal may be foil-stamped in gold, silver and bronze. When using a signature format, both the logo and word mark must be in the same color. The minimum height when foil-stamping is a half inch. Metallic inks are acceptable in gold, silver, and bronze.

Things to consider:

- Blind embossing is preferred over foil-stamping because of the difficulty in matching foil colors.
- Take extra care in matching foil colors to the approved color palette.
- Matte foil colors are recommended over gloss foils.

Unacceptable practices

Unacceptable color use of the marks

Using screen tints of the official university colors in any combination is unacceptable.



Mixing the official university colors in any combination other than the approved usage is unacceptable.



For one color applications, using screen tints in the sun icon is unacceptable.



Avoid using color digital files when outputting to a black and white laser printer. This will render the official colors of maroon and gold in screens of black and is unacceptable.



Mixing the official university colors in any reversed combination other than the approved usage is unacceptable.

All applications of the logo or signature in reverse should use the same color for the sun icon as the background.



Using other typefaces in place of the official word mark is unacceptable.



Altering the word mark in any way (such as eliminating the word "University") is unacceptable.



Rearrange the logo and word mark configurations in any way is unacceptable.



Do not angle or rotate the logo or signature. Do not add a shadow, dimension or distort the logo or signature.



Changing the spacing between letters or spacing between the word mark and logo is unacceptable.

Use the signature configurations as distributed.



Using low-quality graphics is unacceptable.

Consider the final outcome of the project when selecting your graphics. Use the original, high-quality graphic files. Do not scan or recreate the logo or signatures. Do not use bitmapped images such as Tiff or Pict file formats for offset printed materials because of their poor reproduction quality. The EPS file format is scalable and provides better reproduction for offset printing.



Acceptable over four color photo

When using the configurations over a four color photograph, the logo or signature must be either maroon and gold or reversed to white. The placement of the logo or signature should be in an area of the photograph where there are no distracting patterns or elements. When using the white logo or signature, the photograph should be seen through the sun area.



Acceptable over one color photo

When using the logo or signature over a one color photograph, the logo or signature must be either black or reversed to white. In both cases, the photograph should be seen through the sun area. The placement of the logo or signature should be in an area of the photograph where there are no distracting patterns or elements.



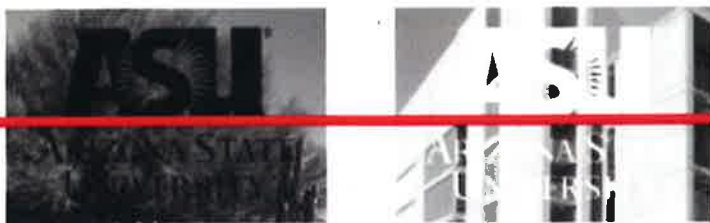
Unacceptable usage over four color photo

When using the logo or signature over a four color photograph, it is unacceptable to place the logo over an area of the photograph where there are distracting patterns or elements. It is unacceptable to use the black logo with a white sun in any 4-color application.



Unacceptable one color

When using the logo or signature over a one color photograph, it is unacceptable to place it over an area of the photograph where there are distracting patterns or elements. It is unacceptable to use the white logo over an area that is of similar lightness.



ASU Logos and Signatures

Use of these images is governed by the ASU Communication Guide. By downloading these images you are agreeing to adhere to these **guidelines**.

Any individual, organization, or company wishing to use Arizona State University's logos and trademarks must obtain the right to do so in writing from the university.

Logo & Word Mark Download Library

To see all logo configurations available for this logo suite, view the **Logo Information Sheet**. This PDF document shows the logo configurations with corresponding file names.

Three types of downloads are currently available:

- EPS files for both the Mac and PC: EPS files should be used for printed documents. EPS files can be used to create other file formats using Adobe Illustrator or Photoshop. **To open the EPS files, you will need Adobe® Illustrator 9 (or higher) or equivalent.**
- Microsoft Word: These files can be opened with the latest versions of Office (Office XP for the PC and Office X for the Mac). **Please note that these files may not display or print properly in earlier versions of Office.** If the document you are creating is to be printed, run a test print of the document. Do not go by what you see on the screen.
- JPG: JPG files are high resolution (300 dpi) and should be used for printing purposes within Microsoft Office or other documents. They should not be used on web pages.

GIF: GIF files should be used on web pages only. These files have a transparent background. Although, if used on a dark background, the anti-aliasing may produce a halo-effect.

Logo Sheet for Arizona State University



[File name: logo]



ARIZONA STATE
UNIVERSITY

[File name: lwm1]

All logo configurations are available in the following colors:

- maroon & gold
- maroon
- black
- grey
- white over maroon
- white over gold
- white over black
- white over black

The following digital files are available for Macintosh and PC:

- EPS
- GIF
- MS Word
- Stuffit Archive (includes entire logo suite)
- Zip Archive (includes entire logo suite)

The caption below each logo refers to the digital file name.

Logo download page:

http://www.asu.edu/gsm/downloads_logo.html
Email gsm-q@asu.edu for assistance.



[File name: lwm2]



ARIZONA STATE UNIVERSITY

[File name: lwm3]



ARIZONA STATE UNIVERSITY

[File name: lwm4] Please note: lwm3 files and lwm4 files are very similar, however they are not identical. The word mark is larger in the lwm4 files. This configuration is not available in the campus designation logo suites.