

MHE Subscription and Product Purchase Agreement – Registration Page

This Subscription and Product Purchase Agreement (the “**Agreement**”) by and between **McGraw-Hill Global Education, LLC** (“**MHE**”) and **Black Hawk College** (“**Subscriber**”) consists of the following: (i) this Registration Page, (ii) the Terms of Service (available on the MHE website at www.mheducation.com/terms-service) (the “**Terms of Service**”), (iii) any purchase order(s) accepted by MHE, and (iv) any written addenda or amendments to any of the foregoing that are agreed to by both parties. In the event of a conflict between the terms of this Registration Page and the Terms of Service, the terms of this Registration Page will control. The Agreement shall be effective as of the date on which MHE has signed below (the “**Effective Date**”).

1. **NAMES & ADDRESSES OF THE PARTIES.** MHE is a Delaware limited liability company with an address at 2 Penn Plaza, New York, NY 10121, and Subscriber is a public community college with an address at 6600 34th Avenue, Moline, IL 61265.
2. **RELATIONSHIP OF THE PARTIES.** Subscriber’s End Users (as defined in the Terms of Service) will use certain online educational products and services (the “**Subscribed Materials**” or “**Services**”) and related content provided by MHE in connection with Courses offered by Subscriber. Subscriber and/or its End Users may provide personally identifiable information of the End Users to MHE in connection with accessing and using the Services. End Users will be required to agree to MHE’s Terms of Use (available on the MHE website at www.mheducation.com/terms-use) and the Privacy Notice (available on the MHE website at <http://www.mheducation.com/privacy-and-cookie-notice>) before accessing the Services. For the avoidance of doubt, if the MHE Solution (as defined in the Terms of Service) is integrated with Subscriber’s learning management system (“**LMS**”) through MH Campus, the MH Campus Terms of Use (available on the MHE website at <http://www.mheducation.com/highered/services/mhcampus/mhcampus-terms-of-use.html>) shall apply and shall not be superseded by the terms of this Agreement.
3. **DATA PRIVACY AND SECURITY.** MHE maintains reasonable procedures in accordance with its policies and practices and applicable law to protect the confidentiality, security, and integrity of personally identifiable information received by MHE in connection with provision of the Services to the End Users. The MHE Data Privacy and Security Guidelines are available on the MHE website at <https://www.mheducation.com/privacy/data-security-policy.html>.
4. **SUBSCRIBER ADOPTION**
 - 4.1. During the Term of this Agreement (a) Subscriber will adopt the Subscribed Materials and/or Services set forth in Exhibit A as the required Course materials and services for certain Courses offered by Subscriber (“**Courses**”), as further described in Exhibit A, and (b) Subscriber shall purchase and MHE shall provide access for each of the Registered Students in each Course for the discounted fees set forth in Exhibit A (the “**Discounted Fees**”). “**Registered Students**” shall mean the number of students that are enrolled in a Course, as indicated in the Census Report provided by Subscriber, or that accessed the Subscribed Materials after the Add/Drop Date as determined by MHE and/or the Platform Provider, whichever is greater.
 - 4.2. With respect to each Course, Subscriber will provide to MHE the requisite information set out on Exhibit A.
 - 4.3. Subscriber will notify MHE of the Subscribed Materials and/or Services to be adopted in each Course at least eight (8) weeks prior to the Course commencement and such notice shall constitute Subscriber’s offer to purchase End User access to such Subscribed Materials and/or Services. Such notice may be in the form of one or more purchase orders to MHE, which shall be subject to acceptance by MHE and the terms of this Agreement. Terms and conditions contained on such purchase orders that are additional to or different from the terms of this Agreement (other than Bill-To, Ship-To and Product quantity information, desired delivery date(s) and other administrative information) shall not be enforceable.
5. **INDIVIDUAL SUBSCRIPTION AND ACCESS.** Subscriber shall not permit anyone other than the End Users to use or access the Subscribed Materials and/or Services. Subscriber may not share passwords or other login credentials provided for

accessing the Subscribed Materials and/or Services with third parties or among the End Users and shall advise its End Users that such sharing is not permitted. If requested by MHE, Subscriber shall cooperate with MHE in the investigation of any unauthorized use of the Subscribed Materials and/or Services of which Subscriber is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Subscribed Materials and/or Services by an End User, in addition to any remedies available herein, MHE may suspend or terminate such End User's access to the Subscribed Materials and/or Services (for example, by blocking an individual user's IP address or other means).

6. **CENSUS REPORTING.** Each academic term, within five (5) days after the final add/drop date for the Course (the "**Census Due Date**"), Subscriber will deliver to MHE at the address set out in Exhibit A a true and accurate "**Census Report**" setting forth, for each Course and the associated Subscribed Materials and/or Services, the number of Registered Students enrolled in that Course as of the Add/Drop Date, as well as any specific information set out in Exhibit A.
7. **TERM.** The term of this Agreement is for two (2) years from the Effective Date (the "**Term**").
8. **FEES; INVOICING; CENSUS PROVISIONS.**
 - 8.1. Discounted Fees are subject to bi-annual increases.
 - 8.2. MHE will invoice Subscriber after the Census Due Date for the Discounted Fees for each Registered Student in the Census Report and Subscriber shall pay such invoice within thirty (30) days of the invoice date.
 - 8.3. As an alternative to the invoice provisions in 8.2, at MHE's option, and notwithstanding any other provision herein, MHE may invoice Subscriber the Discounted Fees for Registered Students who have accessed the Subscribed Materials and/or Services, based upon usage data available to MHE from the Solution, Platform Provider and/or systems that provide such access. Subscriber shall pay such invoice within thirty (30) days after the invoice date.
 - 8.4. Invoiced amounts are payable by Subscriber irrespective of the fees charged to Registered Students or received by Subscriber for access to the Subscribed Materials and/or Services. Subscriber may determine, in its sole discretion, the fees it charges Registered Students for access to the Subscribed Materials. Subscriber will pay any applicable sales, use or other tax related to the Subscribed Materials and/or Services, exclusive of taxes on MHE's income.
9. **ACCESS TO SUBSCRIBED MATERIALS.**
 - 9.1. MHE or a designated third party provider shall provide End Users with access to the Subscribed Materials and/or Services as described herein. Subscriber shall create an individualized user name for each End User. Subscriber shall be solely responsible for keeping an accurate record of the user name assigned to each End User along with additional information that identifies End User's access to the Subscribed Materials and/or Services. The Subscription Term associated with the Subscribed Materials shall be as set forth in Exhibit A. Any access to Subscribed Materials and/or Services provided to the instructor (whether on a fee or no fee basis) for use in the Course shall be in the same format as provided to the student End Users in such Course.
 - 9.2. Access to Subscribed Materials that are not eBooks and/or Services will be delivered to Registered Students via an integration with Subscriber's LMS system.
 - 9.3. Access to Subscribed Materials that are eBooks will be delivered to Registered Students via a mutually agreed upon third party platform provider ("**Platform Provider**"). It is understood that Subscriber shall be responsible for entering into any necessary agreements with the designated Platform Provider in order to obtain access to the MHE eBooks through the Platform Provider's platform ("**Platform**") and Subscriber will be solely responsible for any fees payable to the Platform Provider for any such services and for arranging with the Platform Provider for integration of the Platform within the Secure Network (as described below). MHE shall have no responsibility for the obligations of the Platform Provider or for any failure by the Platform Provider to perform or to provide access to the MHE eBooks. In order to receive access to the Subscribed Materials via the Platform, End Users must agree to the Platform Provider's End User Agreement.

- 10. **ACCESS GRANT.** Subject to Subscriber's payment of the fees in accordance with this Agreement, MHE hereby grants to Subscriber a non-exclusive, limited, non-assignable, non-transferable right to provide each End User access to the Subscribed Materials and/or Services via the MHE Website, subject to each End User first agreeing to the Terms of Use.
- 11. **SECURITY MEASURES.** Subscriber shall maintain, or caused to be maintained, a secure environment capable of receiving and allowing End Users to access the Subscribed Materials and/or Services, and shall use reasonably effective technological means, consistent with best industry practices, to monitor and prevent potential abuses and unauthorized use and access by End Users and others. A secure environment shall mean a network owned or operated by Subscriber or a third-party provider under contract with Subscriber, which environment shall ensure that Subscribed Materials and /or Services are only accessible to End Users approved by Subscriber, and who have paid the requisite fee, and whose identity is authenticated at the time of login (the "Secure Network"). Subscriber shall promptly notify MHE of any actual or suspected unauthorized access to the Subscribed Materials and/or Services through the Secure Network.
- 12. **SUSPENSION OF ACCESS.** MHE may, immediately upon providing written notice to the Subscriber, suspend the use of any or all of the Subscribed Materials and/or Services provided to Subscriber if MHE reasonably believes that access to the Subscribed Materials and/or Services has been obtained through Subscriber without the payment of fees to MHE or if Subscriber is in violation of its obligations under the Agreement. Upon termination or expiration of the Agreement, Subscriber and MHE shall immediately cease providing access to the Subscribed Materials and/or Services.

13. INSURANCE AND INDEMNIFICATION. SEE EXHIBIT B.

By signing below, the parties agree to be bound by the terms of the Agreement.

Black Hawk College

By: Mike G. Meleg

Print Name: MIKE G. MELEG

Title: PURCHASING MANAGER

Date: 2/7/18

McGraw-Hill Global Education, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A

to Subscription and Product Purchase Agreement between MHE and Black Hawk College

MHE Subscribed Materials/MHE Services

Section A: Connect / ALEKS / SimNet Purchase:

Course Description	MHE Subscribed Materials/MHE Service	Discounted Fees (per Registered Student)	Subscription Term
Courses for which Connect is available from MHE	Connect	20% off then current MHE List Price	MHE national subscription term for the specific Connect service
Courses for which ALEKS is available from MHE	ALEKS	20% off then current MHE List Price	MHE national subscription term for the specific ALEKS service
Courses for which SIMNET is available from MHE	SIMNET	20% off then current MHE List Price	MHE national subscription term for the specific SimNet service

Section B: eBook Purchase:

Course Description	MHE Subscribed Materials/MHE Service	Discounted Fees (per Registered Student)	Subscription Term
Courses for which an MHE Titled eBook is available from MHE	eBook	If the MHE Title is available in Connect, the Discounted Fee for the eBook is equal to 40% off the then current Connect List Price for that MHE Title.	MHE national subscription term for the specific Connect service
		If the MHE Title is NOT available in Connect, the Discounted Fee for the eBook is equal to 60% off the then current National Print Net Price for that MHE Title.	One Year

The Discounted Fees in this Section are applicable to only the following MHE eBook versions:

- McGraw-Hill Technology Education (Discount Code CI, and CG),
- McGraw-Hill Higher Education College special products (Discount Code CI), and
- McGraw-Hill Higher Education Study Guides (Discount Code SG)

MH Professional eBooks are not included

Loose Leaf Upgrade: For each Registered Student for whom access to Connect or an eBook has been purchased from MHE by the Subscriber at the Fees set forth above, a loose-leaf version of the text in Connect or the eBook may be ordered by the Subscriber from MHE for availability to the Registered Student at the Subscriber bookstore, for the additional payment of \$20.00 for one semester Courses, or \$30.00 for 2 semester Courses, such order to be paid by the Subscriber to MHE. Loose Leaf is not available as a standalone purchase product.

Titles requested for specific Courses must be submitted in writing by Subscriber not less than eight (8) weeks prior to Course commencement.

Subscriber's Add/Drop Dates for the next four (4) Academic Terms:

- Nov 13, 2018
- April 16, 2019
- June 21, 2019
- July 21, 2019

Delivery of Census Report:

Subscriber shall deliver the Census Report to MHE to the attention of: auditbilling@mheducation.com

Subscriber point of contact responsible for delivery of Census Report to MHE: Aimee Muhleman;
muhlemana@bhc.edu

Exhibit B

INSURANCE

Prior to beginning any work for any Black Hawk College location, facility, or property, MHE shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- A. Commercial General Liability
 - 1. General Aggregate Limit - \$2,000,000
 - 2. Products – Completed Operations Aggregate Limit - \$2,000,000
 - 3. Personal and Advertising Injury Limit - \$1,000,000
 - 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
 - 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
 - 1. Bodily Injury By Accident - \$500,000 each accident
 - 2. Bodily Injury By Disease - \$500,000 each employee
 - 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. MHE's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

MHE shall provide a Certificate of Cyber Liability Insurance with limits of at least \$5M including coverage for credit monitoring services post breach, with Black Hawk College, its employees, and Black Hawk College Board of Trustees named as Additional Insureds. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation.

INDEMNIFICATION

MHE and Subscriber (each known as "Party") shall indemnify and hold harmless the other Party, its employees, and affiliates from liabilities, costs, or damages, including reasonable attorney fees, arising out of a negligent error or act of omission, negligence or misconduct on the part of the Party committing the act of omission, negligence or misconduct in the performance of services.

MHE
By: _____
Title: _____
Date: _____

Black Hawk College
By: Mitchell Kelley
Title: PURCHASING MANAGER
Date: 2/7/18

