

mgm  
9/29/17

### **Tutor.com Master Service Agreement Renewal**

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2017 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 110 E. 42nd Street, Suite 700, New York, NY 10017 and Black Hawk College (the "College/University") with its principal offices at 6600 34th Ave, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of September 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the College/University of the web-based services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of twelve (12) months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the College/University and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

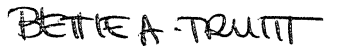
**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

**On behalf of the College/University:**




Signature



Name



Title



Date

**On behalf of Tutor.com, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2017 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "College/University").

Primary Contact	Tutor.com Primary Contact	Tutor.com Billing Contact
Name: Jason Stalides	Name: Lauren Lobdell	Name: Customer Invoicing
College/University: Black Hawk College	Address: 110 E. 42nd Street, Suite 700	Address: 110 E. 42nd Street, Suite 700
Address: 6600 34th Ave	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10017	City, St, Zip: New York, NY 10017
Telephone:	Telephone:	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: stalidesj@bhc.edu	Email: lauren.lobdell@tutor.com	Email: customerinvoicing@tutor.com

**Term of Service Order:** The initial term of this Service Order (the "Initial Term") shall be for one (1) year and shall automatically renew for an additional one (1) year period unless either party notifies the other in writing no less than thirty (30) days prior to the end of the Initial Term that the Agreement shall terminate at the end of the Initial Term.

**Ordered Services and Fees:** Tutor.com agrees to provide the College/University with the following Services and the College/University agrees to pay Tutor.com the fees set forth below. Tutor.com reserves the right to change the fees for the Renewal Period by giving College/University written notice of such change no later than sixty (60) days prior to the end of the Initial Term. If Tutor.com increases such fees for the Renewal Term, College/University shall have the right to terminate this Agreement by written notice given to Tutor.com within fifteen (15) days following College/University's receipt of such notice of fee change.

Client Location and Description of Services	Locations Served	Start Date	End Date	Price
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"><li>Tutor.com for Higher Education (English)*</li></ul> 24 Hours a day <ul style="list-style-type: none"><li>Tutor.com for Higher Education (Spanish)</li></ul> (Hours: 2:00 pm – 2:00am ET) <ul style="list-style-type: none"><li>WriteTutor™ Writing Center</li></ul>	All	07/01/2017	06/30/2018	<b>\$26.50/Hour</b>
Predictive Insights Data Analytics				<b>included</b>
<b>Total per hour</b>				<b>\$26.50</b>
<b>Not to exceed 547 hours of tutoring</b>				<b>\$14,495.50</b>

**Notes:**

Tutoring hours to be billed monthly in arrears based on actual tutoring usage and will be payable within 30 days of receipt of the invoice. **Payments to Tutor.com should be sent to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.**

Any unused hours from the previous contract period will roll over into the 2017-2018 renewal term upon execution of this agreement.

\* New subjects may have more limited hours

Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Tutor.com to Client, unless Client provides a sales tax exemption certificate.



MBN  
9/29/17

**Tutor.com Master Service Agreement Renewal**

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2017 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 110 E. 42nd Street, Suite 700, New York, NY 10017 and Black Hawk College (the "College/University") with its principal offices at 6600 34th Ave, Moline, IL 61265 (collectively, the "Parties").

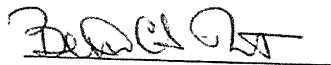
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IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the College/University:



Signature

BETTIE A. TRUITT

Name

CEO

Title

9.29.17

Date

On behalf of Tutor.com, Inc.:

Sandi White

Signature

Sandi White

Name

General Manager

Title

09/29/2017

Date

**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2017 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "College/University").

Primary Contact	Tutor.com Primary Contact	Tutor.com Billing Contact
Name: Jason Stalides	Name: Lauren Lobdell	Name: Customer Invoicing
College/University: Black Hawk College	Address: 110 E. 42nd Street, Suite 700	Address: 110 E. 42nd Street, Suite 700
Address: 6600 34th Ave	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10017	City, St, Zip: New York, NY 10017
Telephone:	Telephone:	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: stalidesj@bhc.edu	Email: lauren.lobdell@tutor.com	Email: customerinvoicing@tutor.com

**Term of Service Order:** The initial term of this Service Order (the "Initial Term") shall be for one (1) year and shall automatically renew for an additional one (1) year period unless either party notifies the other in writing no less than thirty (30) days prior to the end of the Initial Term that the Agreement shall terminate at the end of the Initial Term.

**Ordered Services and Fees:** Tutor.com agrees to provide the College/University with the following Services and the College/University agrees to pay Tutor.com the fees set forth below. Tutor.com reserves the right to change the fees for the Renewal Period by giving College/University written notice of such change no later than sixty (60) days prior to the end of the Initial Term. If Tutor.com increases such fees for the Renewal Term, College/University shall have the right to terminate this Agreement by written notice given to Tutor.com within fifteen (15) days following College/University's receipt of such notice of fee change.

Client Location and Description of Services	Locations Served	Start Date	End Date	Price
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"><li>Tutor.com for Higher Education (English)*</li></ul> 24 Hours a day	All	07/01/2017	06/30/2018	<b>\$26.50/Hour</b>
<ul style="list-style-type: none"><li>Tutor.com for Higher Education (Spanish)</li></ul> (Hours: 2:00 pm – 2:00am ET)				
<ul style="list-style-type: none"><li>WriteTutor™ Writing Center</li></ul>				
Predictive Insights Data Analytics				<b>included</b>
<b>Total per hour</b>				<b>\$26.50</b>
<b>Not to exceed 547 hours of tutoring</b>				<b>\$14,495.50</b>
<b>Notes:</b>  Tutoring hours to be billed monthly in arrears based on actual tutoring usage and will be payable within 30 days of receipt of the invoice. <b>Payments to Tutor.com should be sent to: Tutor.com, 62996 Collection Center Drive, Chicago, IL 60693-0629.</b>  Any unused hours from the previous contract period will roll over into the 2017-2018 renewal term upon execution of this agreement.				

\* New subjects may have more limited hours

Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Tutor.com to Client, unless Client provides a sales tax exemption certificate.

## Cooper, Dorcas

---

**From:** Meleg, Michael  
**Sent:** Wednesday, October 4, 2017 7:51 AM  
**To:** Cooper, Dorcas  
**Subject:** FW: Contract attached  
**Attachments:** Tutor com MSA Renewal 2017- Black Hawk College signed by Pres\_9.29.17.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please print and vault file.

Thanks,

Mike Meleg  
Purchasing Manager  
Black Hawk College  
6600 34th Avenue  
Moline, Illinois 61265  
Ph: (309) 796-5002  
Fax: (309) 796-5429  
E-Mail: [melegm@bhc.edu](mailto:melegm@bhc.edu)

*Our Core Values: Appreciation of Diversity, Caring and Compassion, Fairness, Honesty, Integrity, Respect, and Responsibility*

---

**From:** Stalides, Jason  
**Sent:** Tuesday, October 03, 2017 5:46 PM  
**To:** Meleg, Michael <[melegm@bhc.edu](mailto:melegm@bhc.edu)>  
**Subject:** RE: Contract attached

Hello, Mike.

The online tutoring contract, now also signed by Tutor.com, is attached to this email.

I believe this is what you needed.

Let me know what else you may need.

Thank you!

**Jason Stalides**  
Director, Tutoring and TRiO Student Support Services  
PH: 309-796-5152 | FAX: 309-796-5979 | [stalidesj@bhc.edu](mailto:stalidesj@bhc.edu)  
• **Request-A-Tutor Today!:** [www.bhc.edu/RequestATutor](http://www.bhc.edu/RequestATutor)  
• **Apply to the TRiO Program!:** [www.bhc.edu/TRiOAPP](http://www.bhc.edu/TRiOAPP)  
6600 34<sup>th</sup> Avenue Moline IL 61265  
309-796-5000 | [www.bhc.edu](http://www.bhc.edu)



\*Note: Email is not a secure form of communication, and confidentiality cannot be guaranteed.



7/16/16  
9/13/16

### Tutor.com Master Service Agreement Renewal

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IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the College/University:

Black Hawk  
Signature

BETIE A. TRUITT  
Name

PRESIDENT - Black Hawk  
Title College

9-15-16  
Date

On behalf of Tutor.com:

Sandi White  
Sandi White (Sep 28, 2016)  
Signature

Sandi White  
Name

General Manager  
Title

Sep 28, 2016  
Date



**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2016, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "College/University").

Primary Contact	Tutor.com Primary Contact	Tutor.com Billing Contact
Name: Jason Stalides	Name: Jerin Jones	Name: Customer Invoicing
College/University: Black Hawk College	Address: 555 West 18 <sup>th</sup> Street	Address: 555 West 18 <sup>th</sup> Street
Address: 6600 34 <sup>th</sup> Avenue	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011	City, St, Zip: New York, NY 10011
Telephone: (309) 796-5152	Telephone: (646) 619-8266	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: stalidesj@bhcc.edu	Email: jerin.jones@tutor.com	Email: customerinvoicing@tutor.com

**Ordered Services and Fees:** Tutor.com agrees to provide the College/University with the following Services and the College/University agrees to pay Tutor.com the fees set forth below.

**Tutor.com Learning Suite Services include** (check all that apply)

- ☒ College Center with LiveTutor, WriteTutor Center, SkillsCenter™ Resource Library

Location and Description of Services	Locations Served	Start Date	End Date	Price
Black Hawk College	ALL	7/1/2016	6/30/2017	\$14,500.00
<b>Total</b>		7/1/2016	6/30/2017	\$14,500.00

**Prices set forth in the Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by Tutor.com to Client, unless Client provides a sales tax exemption certificate.**

**Delivery Model (Choose One, Delete the Others)**

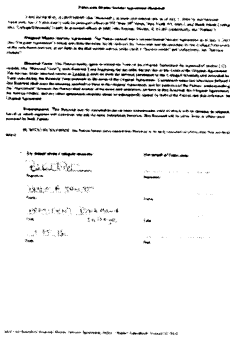
- ☒ **OPEN ACCESS:**
- Tutor.com will deliver up to 547 hours.
  - If all sessions are used prior to the end of the contract term, client can purchase additional hours.
  - Hours must be used within the contract term.



# Black Hawk Tutor com MSA Re newal 2016






Adobe Sign Document History

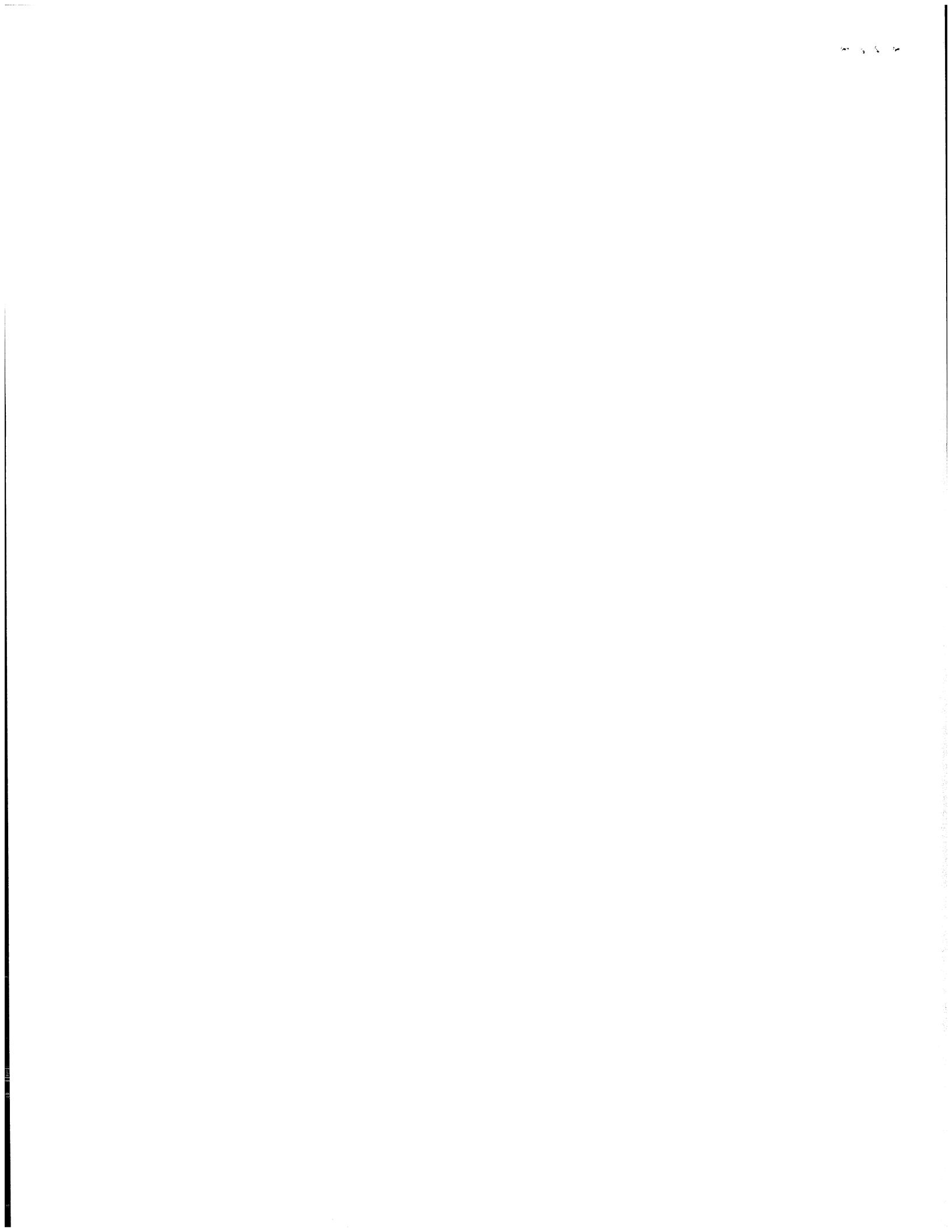
09/28/2016



Created:	09/28/2016
By:	Steve Schrage (stephen.schrage@review.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARHGSP0s0O251yawjX26ui7uGrbe8yE7s

## "Black Hawk Tutor com MSA Renewal 2016" History

-  Document created by Steve Schrage (stephen.schrage@review.com)  
09/28/2016 - 11:55:32 AM PDT- IP address: 107.3.133.220
-  Document emailed to Sandi White (sandi.white@tutor.com) for signature  
09/28/2016 - 11:55:57 AM PDT
-  Document viewed by Sandi White (sandi.white@tutor.com)  
09/28/2016 - 11:56:32 AM PDT- IP address: 70.214.36.105
-  Document e-signed by Sandi White (sandi.white@tutor.com)  
Signature Date: 09/28/2016 - 11:57:40 AM PDT - Time Source: server- IP address: 70.214.36.105
-  Signed document emailed to Steve Schrage (stephen.schrage@review.com), jerin.jones@tutor.com, lauren.lobdell@tutor.com and Sandi White (sandi.white@tutor.com)  
09/28/2016 - 11:57:40 AM PDT



71627  
9/13/16

### Tutor.com Master Service Agreement Renewal

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On behalf of the College/University:

Black Hawk

Signature

BETTIE A. TRUITT

Name

PRESIDENT - Black Hawk  
College

Title

9-15-16

Date

On behalf of Tutor.com:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**EXHIBIT A**

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Primary Contact	Tutor.com Primary Contact	Tutor.com Billing Contact
Name: Jason Stalides	Name: Jerin Jones	Name: Customer Invoicing
College/University: Black Hawk College	Address: 555 West 18 <sup>th</sup> Street	Address: 555 West 18 <sup>th</sup> Street
Address: 6600 34 <sup>th</sup> Avenue	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011	City, St, Zip: New York, NY 10011
Telephone: (309) 796-5152	Telephone: (646) 619-8266	Telephone: 212-528-3101 x239
Fax:	Fax:	Fax: 646-619-4439
Email: stalidesj@bhcc.edu	Email: jerin.jones@tutor.com	Email: customerinvoicing@tutor.com

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**Tutor.com Learning Suite Services include** (check all that apply)

- ☒ College Center with LiveTutor, WriteTutor Center, SkillsCenter™ Resource Library

Location and Description of Services	Locations Served	Start Date	End Date	Price
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☒ **OPEN ACCESS**

- Tutor.com will deliver up to 547 hours.
- If all sessions are used prior to the end of the contract term, client can purchase additional hours.
- Hours must be used within the contract term.



m6m  
6/22/15

### Master Service Agreement Renewal between Tutor.com and Black Hawk College

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of 7/1/2015 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 500 West 18<sup>th</sup> Street New York, NY 10011, and Black Hawk College ("the Institution") with its principal offices at 6600 34th Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of 9/15/2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

BETTIE A. TRUETT

Signature

BETTIE A. TRUETT

Name

PRESIDENT

Title

6.23.15

Date

On behalf of Tutor.com:

Anthony Pane

Anthony Pane (Jun 26, 2015)

Signature

Anthony Pane

Kathryn E. Walker

Name

SVP of Finance

CFO

Title

Jun 26, 2015

Date

**EXHIBIT A****SERVICE ORDER OF MASTER SERVICE AGREEMENT**

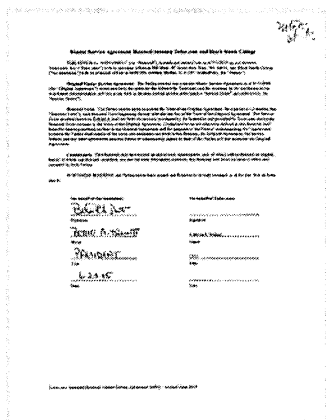
This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated 7/1/2015 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>
Name: Luis Moreno	Name: Krissie Smith
Institution: Black Hawk College	Address: 500 West 18 <sup>th</sup> Street
Address: 6600 34th Avenue	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011
Telephone: 309-796-5041	Telephone: 843-364-2946
Fax:	Fax:
Email: morenol@bhc.edu	Email: krissie.smith@tutor.com

<b>Institution Billing Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name:	Name: Customer Invoicing
Institution: Black Hawk College	Address: 500 West 18 <sup>th</sup> Street
Address: 6600 34th Avenue	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011
Telephone:	Telephone: 646-619-8203
Fax:	Fax:
Email:	Email: customerinvoicing@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"><li><b>Tutor.com for Higher Education (English)</b> Incl. : WriteTutor™ Writing Center Math, Science, English and Business subjects <i>Does not include tutoring in Nursing</i> Available 24 hours, 7 days/week</li><li><b>Tutor.com for Higher Education (Spanish)</b> Incl.: Matemáticas, Ciencias, Historia Spanish Hours: 2:00pm – 1:00am ET</li></ul> 547 hours at \$26.50 per hour.	7/1/2015	6/30/2016	\$14,500
<b>Notes:</b> Any unused hours are rolled into the next contract upon signed renewal contract; to be used the first quarter; Additional hours if needed may be purchased at \$26.50 per hour.			



# Black Hawk College Tutor.com\_2015.2016 Contract

Adobe Document Cloud Document  
History

June 26, 2015

Created: June 26, 2015  
By: Laura VanVoorhis (LVanVoorhis@Review.com)  
Status: SIGNED  
Transaction ID: XP8A7RNV53J5349

## “Black Hawk College Tutor.com\_2015.2016 Contract” History



Document created by Laura VanVoorhis (LVanVoorhis@Review.com)

June 26, 2015 - 8:16 AM PDT - IP address: 67.154.198.138



Document emailed to Anthony Pane (anthony.pane@review.com) for signature

June 26, 2015 - 8:17 AM PDT



Document viewed by Anthony Pane (anthony.pane@review.com)

June 26, 2015 - 8:23 AM PDT - IP address: 216.112.252.33



Document e-signed by Anthony Pane (anthony.pane@review.com)

Signature Date: June 26, 2015 - 8:26 AM PDT - Time Source: server - IP address: 216.112.252.33



Signed document emailed to Laura VanVoorhis (LVanVoorhis@Review.com) and Anthony Pane (anthony.pane@review.com)

June 26, 2015 - 8:26 AM PDT



2167M  
6/22/15

## Master Service Agreement Renewal between Tutor.com and Black Hawk College

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of 7/1/2015 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 500 West 18<sup>th</sup> Street New York, NY 10011, and Black Hawk College ("the Institution") with its principal offices at 6600 34th Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of 9/15/2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

Bettie A. Truitt

Signature

BETTIE A. TRUITT

Name

PRESIDENT

Title

6.23.15

Date

On behalf of Tutor.com:

\_\_\_\_\_  
Signature

Kathryn E Walker

Name

CFO

Title

\_\_\_\_\_  
Date





**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated 7/1/2015 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>
Name: Luis Moreno	Name: Krissie Smith
Institution: Black Hawk College	Address: 500 West 18 <sup>th</sup> Street
Address: 6600 34th Avenue	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011
Telephone: 309-796-5041	Telephone: 843-364-2946
Fax:	Fax:
Email: morenol@bhc.edu	Email: krissie.smith@tutor.com

<b>Institution Billing Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name:	Name: Customer Invoicing
Institution: Black Hawk College	Address: 500 West 18 <sup>th</sup> Street
Address: 6600 34th Avenue	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011
Telephone:	Telephone: 646-619-8203
Fax:	Fax:
Email:	Email: customerinvoicing@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Live, One-To-One Customized Tutoring Services:</b> <ul style="list-style-type: none"><li><b>Tutor.com for Higher Education (English)</b> Incl. : WriteTutor™ Writing Center Math, Science, English and Business subjects <i>Does not include tutoring in Nursing</i> Available 24 hours, 7 days/week</li><li><b>Tutor.com for Higher Education (Spanish)</b> Incl.: Matemáticas, Ciencias, Historia Spanish Hours: 2:00pm – 1:00am ET</li></ul> 547 hours at \$26.50 per hour.	7/1/2015	6/30/2016	\$14,500
<b>Notes: Any unused hours are rolled into the next contract upon signed renewal contract; to be used the first quarter; Additional hours if needed may be purchased at \$26.50 per hour.</b>			



## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2014 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 555 West 18th St, 2<sup>nd</sup> Floor, New York, NY 10011, and Black Hawk College, (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

Signature

MIKE G MELEG

Name

PURCHASING MANAGER

Title

7/20/14

Date

On behalf of Tutor.com:

Signature

Kevin J Donalds

Name

SVP, Operations & CFO

Title

Date



**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2014, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name: Kari Koster	Name: Lauren Lobdell	Name: Accounts Payable
Institution: Black Hawk College	Address: 555 West 18th St	Address: 555 West 18th St
Address: 6600 34 <sup>th</sup> Avenue	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011	City, St, Zip: New York, NY 10011
Telephone: (309)-796-5152	Telephone: 646-619-8201	Telephone: 212-528-3101 x239
Fax:	Fax: 212-766-5855	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: llobdell@tutor.com	Email: accountspayable@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Tutor.com On-Demand Tutoring for Higher Ed</b>  Hours: 24/7 for math, science, English and history subjects 12 pm to 1 am EST for business subjects 2 pm to 11 pm EST for en espanol subjects 8 pm to 12 am EST Sun-Thur for nursing subjects  <b>Up to 1,000 sessions</b>	7/1/2014	6/30/2015	\$10,000.00
<b>Predictive Insights Reporting</b>			n/a
Note: Black Hawk College has the option of purchasing additional sessions at the same price of \$10.00 per session for standard subjects and \$15.00 per session for nursing subjects.  <b>Sessions from previous agreement to be rolled into this contract:</b> <b>250 standard sessions (\$10.00 per session)</b> <b>45 nursing sessions (\$15.00 per session)</b>			<b>\$10,000.00</b>



### Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2014 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 555 West 18th St, 2<sup>nd</sup> Floor, New York, NY 10011, and Black Hawk College, (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

Signature

MIKE G MELEG

Name

PURCHASING MANAGER

Title

9/20/14

Date

On behalf of Tutor.com:

Kevin Donalds (May 20, 2014)

Signature

Kevin J Donalds

Name

SVP, Operations & CFO

Title

May 20, 2014

Date





**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2014, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name: Kari Koster	Name: Lauren Lobdell	Name: Accounts Payable
Institution: Black Hawk College	Address: 555 West 18th St	Address: 555 West 18th St
Address: 6600 34 <sup>th</sup> Avenue	Address:	Address:
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10011	City, St, Zip: New York, NY 10011
Telephone: (309)-796-5152	Telephone: 646-619-8201	Telephone: 212-528-3101 x239
Fax:	Fax: 212-766-5855	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: llobdell@tutor.com	Email: accountspayable@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

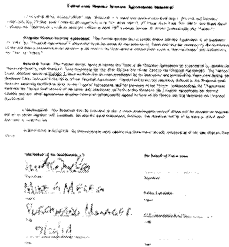
<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Tutor.com On-Demand Tutoring for Higher Ed</b>  Hours: 24/7 for math, science, English and history subjects 12 pm to 1 am EST for business subjects 2 pm to 11 pm EST for en espanol subjects 8 pm to 12 am EST Sun-Thur for nursing subjects  Up to 1,000 sessions	7/1/2014	6/30/2015	\$10,000.00
<b>Predictive Insights Reporting</b>			n/a
Note: Black Hawk College has the option of purchasing additional sessions at the same price of \$10.00 per session for standard subjects and \$15.00 per session for nursing subjects.  Sessions from previous agreement to be rolled into this contract: 250 standard sessions (\$10.00 per session) 45 nursing sessions (\$15.00 per session)			\$10,000.00



# Black Hawk College MSA






EchoSign Document History

May 20, 2014



Created: May 20, 2014  
By: Allison Stride (allison.stride@tutor.com)  
Status: SIGNED  
Transaction ID: X9GHDW339264Z7K

## "Black Hawk College MSA" History

-  Document created by Allison Stride (allison.stride@tutor.com)  
May 20, 2014 - 9:01 AM PDT - IP address: 216.112.252.33
-  Document emailed to Kevin Donalds (kevin.donalds@tutor.com) for signature  
May 20, 2014 - 9:02 AM PDT
-  Document viewed by Kevin Donalds (kevin.donalds@tutor.com)  
May 20, 2014 - 9:02 AM PDT - IP address: 216.112.252.33
-  Document e-signed by Kevin Donalds (kevin.donalds@tutor.com)  
Signature Date: May 20, 2014 - 9:04 AM PDT - Time Source: server - IP address: 216.112.252.33
-  Signed document emailed to Kevin Donalds (kevin.donalds@tutor.com) and Allison Stride (allison.stride@tutor.com)  
May 20, 2014 - 9:04 AM PDT



Adobe EchoSign



### Tutor.com Service Upgrade Agreement

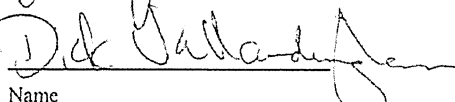
On July 1, 2013, Tutor.com, Inc. and Black Hawk College entered into a service agreement. This document hereby amends the table in Exhibit A of that agreement as follows:

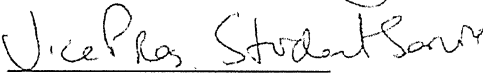
Client Location and Description of Services	Start Date	End Date	Price
<b>Live, One-To-One Customized Tutoring Services:</b> Premium Subject Coverage: Nursing  Available 7 pm to 11 pm CST, Sunday-Thursday  *50 sessions from your 2013 renewal purchase will be charged at \$15.00 per session for the nursing subjects.  1,599 sessions will remain available for all other subjects.  *The upgraded sessions are not an additional charge, but are already purchased sessions reallocated to upgraded services within the original contract.	09/15/2013	06/30/2014	\$750.00

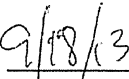
Note: Additional Nursing Subject sessions may be purchased in blocks of 50 at \$15.00 per session.

On behalf of the Black Hawk College:

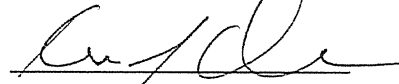
  
Signature

  
Name

  
Title

  
Date

On behalf of Tutor.com:

  
Signature

Kevin J Donalds  
Name

SVP, Operations & CFO  
Title

9-19-13  
Date



**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2013, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name: Kari Koster	Name: Lauren Lobdell	Name: Cesar Flores
Institution: Black Hawk College	Address: 9 East 40 <sup>th</sup> Street	Address: 9 East 40th Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 2 <sup>nd</sup> Floor	Address: 2nd Floor
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10016	City, St, Zip: New York, NY 10016
Telephone: (309)-796-5152	Telephone: 646-619-8201	Telephone: 212-528-3101 x239
Fax:	Fax: 212-766-5855	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: llobdell@tutor.com	Email: cflores@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

**Tutor.com College Center.** Services include LiveTutor (college, adult and career), ProofPoint™, real-time writing help; and, 24/7 access to the SkillsCenter™ Resource Institution. Business Center subjects are available 4pm – 1am EST every day.

<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Tutor.com College Center</b>  Hours: 24/7 for math, science, English and social studies subjects 4 pm to 1 am EST for business subjects 2 pm to 11 pm EST for en espanol subjects  <b>Total: up to 1,000 sessions</b>	7/1/2013	6/30/2014	\$10,000.00
<b>Predictive Insights Reporting</b>			Waived
Note: Black Hawk College has the option of purchasing additional sessions at the same price of \$10.00 per session.  Up to 75% of the unused sessions from the 2012-2013 contract period will be rolled over into the 2013-2014 contract period.  Any unused sessions from the 2013-2014 contract period will rollover into the next consecutive contract period.			\$10,000.00

## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2013 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 9 East 40<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10016, and Black Hawk College, (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement** The Parties entered into a certain Master Service Agreement as of September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, however, this Renewal will be of no force or effect until executed by both Parties

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

Thomas B. Brown  
Signature

Thomas B. Brown  
Name

President  
Title

6-11-13  
Date

On behalf of Tutor.com:

Kevin J. Donalds  
Signature

Kevin J. Donalds  
Name

SVP, Operations & CFO  
Title

6-17-13  
Date



## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of July 1, 2012 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 9 East 40<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10016, and Black Hawk College, (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of 12 months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

Signature

Dr. Dix L. Vallandingham

Name

VP of Student Services

Title

Date

5/30/12

On behalf of Tutor.com:

Signature

Kevin J. Donalds

Name

SVP, Operations & CFO

Title

Date

6-5-12



**EXHIBIT A****SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated July 1, 2012, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Primary Contact Information</b>	<b>Tutor.com Primary Contact Information</b>	<b>Tutor.com Billing Contact Information</b>
Name: Kari Koster	Name: Lauren Lobdell	Name: Cesar Flores
Institution: Black Hawk College	Address: 9 East 40 <sup>th</sup> Street	Address: 9 East 40th Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 2 <sup>nd</sup> Floor	Address: 2nd Floor
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10016	City, St, Zip: New York, NY 10016
Telephone: (309)-796-5152	Telephone: 646-619-8201	Telephone: 212-528-3101 x239
Fax:	Fax: 212-766-5855	Fax: 646-619-4981
Email: kosterk@bbhc.edu	Email: llobdell@tutor.com	Email: cflores@tutor.com

**Ordered Services and Fees:** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

**Tutor.com College Center.** Services include LiveTutor (college and adult); ProofPoint™, real-time writing help; and, 24/7 access to the SkillsCenter™ Resource Institution.

<b>Description of Services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Tutor.com College Center with Remote Access</b> Hours: 24/7	7/1/2012	6/30/2013	\$18,000
<b>Tutor.com College Center en Espanol with Remote Access</b> Hours: 2pm – 11pm	7/1/2012	6/30/2013	Included
<b>Total: up to 1,800 sessions</b> Black Hawk College has the option of purchasing additional sessions, in blocks of 50, at the same price of \$10 per session. All sessions must be used by the end of this contract date: June 30, 2013.			\$18,000



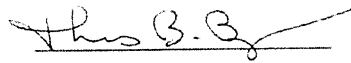
COPY

### Tutor.com Service Upgrade Agreement

On November 1, 2011, Tutor.com, Inc. and Black Hawk College entered into a service agreement. This document hereby amends the table in Exhibit A of that agreement to read as follows:

Library Location and Description of Services	Locations Served	Start Date	End Date	Price
Tutor.com College Center with Remote Home Access	All	March 23, 2012	June 30, 2012	\$5,400.00
Additional Sessions -540				\$5,400.00

On behalf of Black Hawk College:

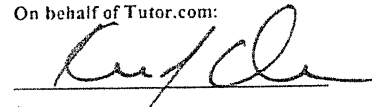
  
Signature

Thomas Baynum  
Name

President  
Title

3-22-12  
Date

On behalf of Tutor.com:

  
Signature

Kevin J Donalds  
Name

SVP, Operations & CFO  
Title

3-22-12  
Date

COPY

*DOLANS, please fill  
 SIC we don't get the  
 original back*

**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated November 1, 2011 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

<b>Institution Contact Information</b>	<b>Tutor.com PRIMARY CONTACT</b>	<b>Tutor.com BILLING CONTACT</b>
Name: Kari Koster	Name: Tom Squillace	Name: Cesar Flores
Institution: Black Hawk College	Address: 9 East 40th Street,	Address: 9 East 40 <sup>th</sup> Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 2 <sup>nd</sup> Floor	Address: 2 <sup>nd</sup> Floor
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10016	City, St, Zip: New York, NY 10016
Telephone: (309) 796-5152	Telephone: (313) 432-0193	Telephone: 212-528-3101 x239
Fax:	Fax: (646) 532-4465	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: tsquillace@tutor.com	Email: cflores@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

**Tutor.com Learning Suite** Services include the K-12 Student Center, College Center and Adult Career Center. Each center includes either Live Homework Help® (K-12) or LiveTutor (college and adult) which offers one-to-one tutoring; ProofPoint™, real-time writing help; and, 24/7 access to the SkillsCenter™ Resource Library. Students access the Tutor.com Learning Suite Web site after authenticating into the Institution's system, select the subject in which they need tutoring and then are connected to a qualified tutor. Learning takes place in Tutor.com's proprietary, Web-based, Online Classroom. Subjects offered include math, science, social studies and English for all students; Resume and GED help for college students and adults; help preparing for the citizenship test for adults.

<b>Institution Location and Description of Services</b>	<b>Locations Served</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Tutor.com Learning Suite with Institution and Remote Home Access</b>  Live Homework Help/Live Tutor Hours: 24/7	ALL	November 1, 2011	October 31, 2012	\$12,000.00
<b>Tutor.com Learning Suite en Español with Institution and Remote Home Access</b>  Live Homework Help/Live Tutor Hours: 2:00PM – 11:00PM	ALL	November 1, 2011	October 31, 2012	Included
<b>Total</b>  <b>SmartTrack Session Range – up to 1,200 sessions</b>  Black Hawk College has the option to purchase additional sessions, in blocks of 50, at this same price of \$10 per session. All sessions must be used by the end date of this contract- October 31, 2012.				<b>\$12,000.00</b>

## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of November 1, 2011 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 9 East 40<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10016, and Black Hawk College (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of twelve months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

On behalf of Tutor.com:

\_\_\_\_\_  
Signature

Kevin J Donalds  
Name

SVP, Operations & CFO  
Title

\_\_\_\_\_  
Date



## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of November 1, 2011 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 9 East 40<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10016, and Black Hawk College (the "Institution") with its principal offices at 6600 34<sup>th</sup> Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as September 15, 2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the Institution of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of twelve months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the Institution and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the Institution:

R. Gene Gardner  
Signature

R. Gene Gardner  
Name

President  
Title

11/2/2011  
Date

On behalf of Tutor.com:

Kevin J. Donalds  
Signature

Kevin J. Donalds  
Name

SVP, Operations & CFO  
Title

11-4-11  
Date

# EXHIBIT A

## SERVICE ORDER OF MASTER SERVICE AGREEMENT

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated November 1, 2011 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Institution").

Institution Contact Information	Tutor.com PRIMARY CONTACT	Tutor.com BILLING CONTACT
Name: Kari Koster	Name: Tom Squillace	Name: Cesar Flores
Institution: Black Hawk College	Address: 9 East 40th Street,	Address: 9 East 40 <sup>th</sup> Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 2 <sup>nd</sup> Floor	Address: 2 <sup>nd</sup> Floor
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10016	City, St, Zip: New York, NY 10016
Telephone: (309) 796-5152	Telephone: (313) 432-0193	Telephone: 212-528-3101 x239
Fax:	Fax: (646) 532-4465	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: tsquillace@tutor.com	Email: cflores@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Institution with the following Services and the Institution agrees to pay Tutor.com the fees set forth below.

**Tutor.com Learning Suite.** Services include the K-12 Student Center, College Center and Adult Career Center. Each center includes either Live Homework Help<sup>SM</sup> (K-12) or LiveTutor (college and adult) which offers one-to-one tutoring, ProofPoint<sup>TM</sup>, real-time writing help; and, 24/7 access to the SkillsCenter<sup>TM</sup> Resource Library. Students access the Tutor.com Learning Suite Web site after authenticating into the Institution's system, select the subject in which they need tutoring and then are connected to a qualified tutor. Learning takes place in Tutor.com's proprietary, Web-based, Online Classroom. Subjects offered include math, science, social studies and English for all students; Resume and GED help for college students and adults; help preparing for the citizenship test for adults.

Institution Location and Description of Services	Locations Served	Start Date	End Date	Fees
Tutor.com Learning Suite with Institution and Remote Home Access				
Live Homework Help/Live Tutor Hours: 24/7	ALL	November 1, 2011	October 31, 2012	\$12,000.00
Tutor.com Learning Suite en Español with Institution and Remote Home Access				
Live Homework Help/Live Tutor Hours: 2:00PM – 11:00PM	ALL	November 1, 2011	October 31, 2012	Included
<b>Total</b>				
SmartTrack Session Range – up to 1,200 sessions				\$12,000.00
Black Hawk College has the option to purchase additional sessions, in blocks of 50, at this same price of \$10 per session. All sessions must be used by the end date of this contract- October 31, 2012.				

Exhibit B -Addendum to Tutor.com Master Service Agreement executed 11/1/2010 between  
Tutor.com and Black Hawk College, 6600 34<sup>th</sup> Avenue, Moline, IL 61265

Original Contract Dates - 11/01/2010 - 10/31/2011 Today's Date: 06/06/11

QTY	HOURS AND DAYS	DESCRIPTION	TOTAL
	24/7	Tutor.com Learning Suite: Student Center College Center Adult Education and Career Center Includes remote access to Live Homework Help™, LiveTutor™ and ProofPoint™ Real Time Writing Center	Included
	2:00 PM to 10:00 PM CST Daily	Tutor.com Learning Suite en Espanol  Includes Spanish interface for College Center. Connect to Spanish-speaking tutors for math, science and social studies.	Included
Unlimited	24/7	SkillsCenter Resource Library	Included
Unlimited	24/7	Access to Client Resource Center  Includes customizable outreach materials and resources	Included
	Monthly	Monthly usage reports	Included
670 additional one-to-one tutoring sessions. Any unused sessions can be rolled over to the next consecutive contract term.			\$6,700.00
Total			\$6,700.00

On behalf of Black Hawk College

Title

Date

On behalf of Tutor.com

Title

Date



**EXHIBIT A**

**SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated 6/15/2009, between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "College").

College PRIMARY CONTACT	Tutor.com PRIMARY CONTACT	Tutor.com BILLING CONTACT
Name: Kari Koster	Name: Susan Del Rosario	Name: Cesar Flores
College: Black Hawk College	Address: 40 Fulton Street	Address: 40 Fulton Street
Address: 6600 34th Avenue	Address: 4 <sup>th</sup> Floor	Address: 4 <sup>th</sup> Floor
City, St, Zip: Moline, IL 61265	City, St, Zip: New York, NY 10038	City, St, Zip: New York, NY 10038
Telephone: (309) 796-5152	Telephone: (920) 327-2859	Telephone: 212-528-3101 x239
Fax:	Fax: (320) 213-2007	Fax: 646-619-4981
Email: kosterk@bhc.edu	Email: sdelrosario@tutor.com	Email: cflores@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the College with the following Services and the College agrees to pay Tutor.com the fees set forth below.

**Tutor.com Learning Suite** Services include the K-12 Student Center, College Center and Adult Career Center. Each center includes either Live Homework Help® (K-12) or LiveTutor (college and adult) which offers one-to-one tutoring; ProofPoint™, real-time writing help; and, 24/7 access to the SkillsCenter™ Resource Library. Students access the Tutor.com Learning Suite Web site after authenticating into the College's system, select the subject in which they need tutoring and then are connected immediately to a qualified tutor. Learning takes place in Tutor.com's proprietary, Web-based, Online Classroom. Subjects offered include math, science, social studies and English for all students; Resume and GED help for college students and adults; help preparing for the citizenship test for adults.

College Location and Description of Services	Locations Served	Start Date	End Date	Price
Live Homework Help 2008 Contract Extension	ALL	9/15/2009	10/31/2009	\$0
Tutor.com Learning Suite with College and Remote Home Access				
Live Homework Help/Live Tutor Hours: 24/7	ALL	9/15/2009	9/14/2010	\$8053
Tutor.com Learning Suite en Español				
Live Homework Help/Live Tutor Hours:	ALL	9/15/2009	9/14/2010	included
<b>Total</b>				<b>\$8053</b>

Special Billing Option: An early renewal discount of 5% will be applied to the overall price of the contract if the signed contract is received by Tutor.com on or before 7/15/2009. If contract is received on or before 7/15/2009, the cost of the service will be invoiced for \$7650.

SmartTrack Goals: We estimate by the end of your current 2008/2009 contract, your program will serve 500 patrons. In 2009/2010, your goal should be 765 sessions. This will allow you to reach more patrons without experiencing an increase in price for the next year.



## Tutor.com Master Service Agreement Renewal

THIS RENEWAL AGREEMENT (the "Renewal"), is made and entered into as of 6/15/2009 by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 40 Fulton St, New York, NY 10038, and Black Hawk College (the "College") with its principal offices at 6600 34th Avenue, Moline, IL 61265 (collectively, the "Parties").

**Original Master Service Agreement.** The Parties entered into a certain Master Service Agreement as of 9/15/2008 (the "Original Agreement") which sets forth the terms for the delivery by Tutor.com and the purchase by the College of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders").

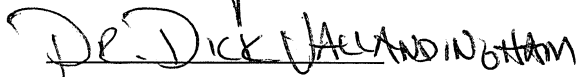
**Renewal Term.** The Parties hereby agree to extend the Term of the Original Agreement for a period of twelve months (the "Renewal Term"), such Renewal Term beginning the day after the last day of the Term of the Original Agreement. The Service Order attached hereto as Exhibit A shall set forth the services purchased by the College and provided by Tutor.com during the Renewal Term pursuant to the terms of the Original Agreement. Capitalized terms not otherwise defined in this Renewal shall have the meaning ascribed to them in the Original Agreement, and for purposes of the Parties' understanding, the "Agreement" between the Parties shall consist of the terms and conditions set forth in this Renewal, the Original Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the Parties and that reference the Original Agreement.

**Counterparts.** This Renewal may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Renewal will be of no force or effect until executed by both Parties.

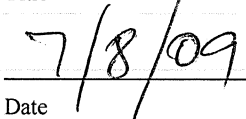
IN WITNESS WHEREOF, the Parties hereto have caused this Renewal to be duly executed as of the date first set forth above.

On behalf of the College: (Billing Contact)

  
Signature

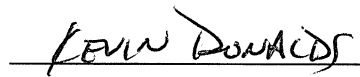
  
Name

Title

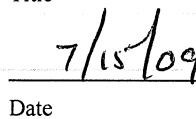
  
Date

On behalf of Tutor.com:

  
Signature

  
Name

Title

  
Date





## Master Service Agreement Between Black Hawk College and Tutor.com

THIS MASTER SERVICE AGREEMENT, made as of September 15, 2008 ("Effective Date") by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 40 Fulton St, New York, NY 10038, and Black Hawk College (the "College") with its principal offices at 6600 34<sup>th</sup> Street, Moline, IL sets forth the agreement and mutual understandings of Tutor.com and the College with respect to the delivery by Tutor.com and the purchase by the College of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders"), the first of which is attached hereto as Exhibit A (the "Services"). For purposes of the parties' understanding the "Agreement" between the parties shall consist of the terms and conditions set forth in this Master Service Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the parties and that reference this Master Service Agreement (collectively "the Agreement").

1. License.

- a. Grant. Tutor.com hereby grants to the College a non-exclusive non-transferable, limited license to use the Services during the Term (as defined below), subject to the terms and conditions set forth in this Agreement. Tutor.com hereby grants to the College the right to permit Users (Students) to use the Services in accordance with the terms of the College's permitted use under this Agreement.
- b. Limitation to Grant. Except as set forth herein or in any attachment to this Agreement, the College shall not use the Services in any manner to provide web-based communication Services to any third party, nor shall the College sublicense, transfer or distribute the Services, or any portion thereof, to any third party. College acknowledges that no source code or technical level documentation is licensed under this Agreement, and that Tutor.com reserves all other rights to the Services, including without limitation the right to access and modify the Services for training, maintenance, upgrades, and security purposes.

2. Setup.

- a. Tutor.com shall set up and deliver to the College the Services for launch on a date mutually agreeable to the parties.
- b. The College shall provide Tutor.com with all information needed to develop and launch the Services.

3. User Information Is Strictly Confidential Absent Extraordinary Circumstances. Tutor.com will not disclose to any third party any personal information that would permit identification of a User without first obtaining the prior written consent of the College unless Tutor.com believes that an immediate disclosure may be necessary to protect someone's physical safety (for example if a User tells a tutor that he "has a gun and is going to shoot someone"), or if otherwise required by law (such as a court order).

4. Payment. The College hereby agrees to pay Tutor.com the amounts set forth in the Service Orders. Payment shall be made to Tutor.com within 30 days of the invoice date. Payment obligations shall survive termination of the Term.

5. Representations. Each of Tutor.com and the College represents, warrants and covenants to the other that:

- a. It has, and will have, the full power, authority, and legal right to enter into and perform fully its obligations under this agreement.
- b. Neither the execution and delivery of this Agreement nor the consummation of transactions contemplated hereby does or will (i) violate any provision of the charter or by-laws of such Party, or any laws, ordinances, rules, regulations, codes or policies to which such Party is subject to or (ii) conflict with, result in breach or violation of, constitute a default under, or require any notice under any agreement to which such Party is Party or by which it is bound or to which any of its assets is subject.
- c. It shall comply at its own expense with all applicable laws, ordinances, rules, regulation, codes and policies in connection with its performance under this Agreement; and
- d. It has all rights and authorizations necessary to grant the rights and licenses set forth herein.

6. Term, Renewal, and Termination.

- a. The initial Term of this Agreement shall be for one year.
- b. Either Party may terminate this Agreement at any time if: (1) the other Party commits a material breach of this Agreement that remains uncured for a period of thirty (30) days following written notice thereof; (2) fails to pay any amounts owed to the other when due, or (3) with the mutual written Agreement of the other Party.



7. WARRANTY DISCLAIMERS AND LIMITATIONS ON LIABILITY.

- a. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, THE TUTOR.COM PROPERTY IS PROVIDED ON AN "AS IS" BASIS WITHOUT, AND TUTOR.COM EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, TUTOR.COM MAKES NO WARRANTY OR REPRESENTATION THAT THE TUTOR.COM PROPERTY OR SERVICES WILL MEET COLLEGE'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE TUTOR.COM PROPERTY OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE TUTOR.COM PROPERTY OR SERVICES WILL BE CORRECTED. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IN NO CASE SHALL TUTOR.COM'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT.
- b. In the event of a defect in the Services or Tutor.com Property, College's sole remedy shall be to have Tutor.com use commercially reasonable efforts to correct any nonconformity in the Tutor.com Property computer code, either by modification to such Tutor.com Property computer code, or via workaround. Tutor.com shall have no obligation to correct nonconformities resulting from (i) any modifications of Tutor.com Property not authorized by Tutor.com; (ii) any use or misuse thereof contrary to Tutor.com's specifications; (iii) Tutor.com Property that has been installed or operated in contravention of requirements contained in such specifications; (iv) Tutor.com Property that has been obviated by later versions, updates, upgrades or releases lacking such nonconformity; (v) Tutor.com Property which operates properly in combination with third party software or hardware recommended by Tutor.com; or (vi) Tutor.com Property which has been modified by College or a User not in accordance with the Tutor.com's specifications or applicable guidelines.

8. Proprietary Rights.

- a. Tutor.com Property. All aspects of the Services, including but not limited to the look and feel of the Tutor.com template pages, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, and all session transcripts, survey data and usage information, are the sole and exclusive property of Tutor.com (the "Tutor.com Property"). The Tutor.com Property includes all changes and addition to the Services and all derivatives works thereof. College acknowledges and agrees that this Agreement in no way shall be construed to provide to College, or any other person or entity, any express or implied license to use, copy, reverse engineer, or otherwise exploit the Tutor.com Property or Services or any portion thereof (including any intellectual property embodied therein) other than as specifically set forth in this Agreement.
- b. Protection of Proprietary Notices. The College shall not delete or in any manner alter the copyright, trademark, or other proprietary notices of Tutor.com, if any, appearing on the Services as delivered to the College. The College shall reproduce such notices on all copies it makes of the Services. The College shall use commercially reasonable efforts to protect the Tutor.com Property and Tutor.com's rights therein and to cooperate in Tutor.com's efforts to protect its proprietary rights. The College shall notify Tutor.com promptly of any known or suspected breach of Tutor.com proprietary rights to the Services that comes to its attention.

9. Confidentiality.

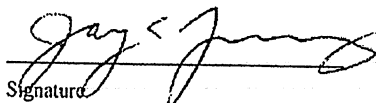
- a. Each Party shall retain in strict confidence the Confidential Information of the other Party. College hereby acknowledges that the Tutor.com Property is Confidential Information of Tutor.com, and that Confidential Information also includes, without limitation, trade secrets, Tutor.com Property documentation, specifications, designs, development plans, business plans, sales projections, business records, prices and customer lists. The obligations of confidentiality set forth in this Section 9 shall survive termination of the Term. In the event of any breach of the provisions of this Section 9, College agrees that Tutor.com would suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against College in addition to any other rights and remedies available to Tutor.com at law or in equity, or otherwise.



10. Miscellaneous Provisions.

- a. Choice of Law and Jurisdiction. This Agreement will be governed by, construed, and enforced in accordance with the substantive law of the State of the College, and any and all claims arising hereunder shall be subject to the exclusive jurisdiction of courts residing in that jurisdiction.
- b. Indemnification. Tutor.com shall indemnify the College for claims relating to the negligent, improper or illegal use of the Service by any Tutor.com tutor. For such indemnity to apply College must notify Tutor.com promptly of a claim.
- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties.
- d. Waivers. No term or provision shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. The waiver of either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.
- e. Order of Precedence Between Documents. In the event of any conflict between the terms and conditions of this Agreement and any subsequent agreement between the parties, which does not specifically amend this Agreement or Service Order of the Master Service Agreement, this Agreement shall take precedence. In the event of a conflict between this Master Service Agreement and the terms and conditions in any subsequent Service Order, the Master Service Agreement shall control unless Tutor.com expressly agrees in writing to the specific modification.
- f. Assignment. This Agreement may not be assigned by a Party hereto without the prior written consent of the other Party; provided that Tutor.com may assign its rights and obligations under this Agreement (without the prior written consent of College) to any surviving Party in a merger or consolidation in which Tutor.com is a Party or to any Party that acquires all or substantially of Tutor.com's capital stock or assets.
- g. For Remote Home Access, the College will keep all links to Live Homework Help® on web pages that require library card or IP authentication for access. (Remote Home Access allows users to access Live Homework Help® from residential settings only. Other entities such as schools need a separate license to allow access to Live Homework Help® inside their physical facilities.)
- h. All marketing, promotional, and other communications by the College that mention or refer to Live Homework Help® must include the "Powered by Tutor.com" logo, include the ® symbol, and indicate that "Live Homework Help® is a registered trademark of Tutor.com." This includes all College web pages that refer to or link to the Live Homework Help® site. In circumstances where the use of graphic logos may be inappropriate (such as press releases), the text phrase "Powered by Tutor.com" may be substituted.
- i. Unless otherwise agreed in a Service Order, the Services are offered 360 days of each standard year, and 361 days of each leap year. The Services are unavailable on January 1, Easter Day, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 1:01 a.m. and they reopen at 2:00 p.m. on the following day (all times Eastern).

On behalf of the College: (Billing Contact)

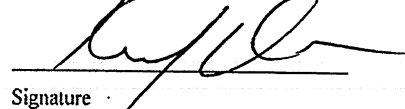
  
Signature

JAY E. TURNEY  
Name

VP FOR FINANCE  
Title

9/11/08  
Date

On behalf of Tutor.com:

  
Signature

KEVIN DONALD  
Name

CFO  
Title

9-18-08  
Date



**EXHIBIT A****SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated September 15, 2008 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "Library").

<b>Library Contact Information</b>	<b>Tutor.com Contact Information</b>
Name: Kari Koster	Name: Renee McKim
Library: Black Hawk College	Address: 40 Fulton Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 4 <sup>th</sup> Floor
City, St, Zip: Moline, IL	City, St, Zip: New York, NY 10038
Telephone: 309.796.5152	Telephone: 574.514.4829
Fax:	Fax: 732.601.0729
Email: kosterk@bhc.edu	Email: rmckim@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the Library with the following Services and the Library agrees to pay Tutor.com the fees set forth below.

**Live Homework Help®** Students access a Live Homework Help® Web site after authenticating into the Library's system, select the subject in which they need tutoring (math, science, social sciences, English), indicate their grade level (K-12, intro to college, adult learner), and then are connected immediately to a qualified tutor. Learning takes place in Tutor.com's proprietary, Web-based, Online Classroom.

<b>Library Location and Description of Services</b>	<b>Locations Served</b>	<b>Start Date</b>	<b>End Date</b>	<b>Price</b>
<b>Live Homework Help® with Remote Home Access</b> <b>Hours: 49 weekly program hours 5pm – 12am</b>	All	9/15/2008	10/31/2009	\$8,500
<b>Live Homework Help® en Español</b> <b>Hours: 49 weekly program hours 5pm – 12am</b>	ALL			Included
<b>Total</b>				<b>\$8,500</b>

Please check the appropriate box to indicate whether the Library selects the auto-renewal option:

- ☐ **YES – Auto-renewal** as follows: Tutor.com will provide the Library with written notification of pricing for each renewal term no later than sixty (60) days before the scheduled expiration of the then-current Term. The Services will then renew for an additional Term at the renewal price unless the Library notifies Tutor.com in writing within thirty (30) days of receiving the renewal pricing that it no longer wishes to renew.
- ☒ **NO – The Term will not auto-renew.**





## Master Service Agreement Between Black Hawk College and Tutor.com

THIS MASTER SERVICE AGREEMENT, made as of September 15, 2008 ("Effective Date") by and between Tutor.com, Inc. ("Tutor.com") with its principal offices at 40 Fulton St, New York, NY 10038, and Black Hawk College (the "College") with its principal offices at 6600 34<sup>th</sup> Street, Moline, IL sets forth the agreement and mutual understandings of Tutor.com and the College with respect to the delivery by Tutor.com and the purchase by the College of the web-based communication services as set forth in the then current service order (each a "Service Order" and collectively, the "Service Orders"), the first of which is attached hereto as Exhibit A (the "Services"). For purposes of the parties' understanding the "Agreement" between the parties shall consist of the terms and conditions set forth in this Master Service Agreement, the Service Orders, and any other agreements attached hereto or subsequently signed by both of the parties and that reference this Master Service Agreement (collectively "the Agreement").

1. License.
  - a. Grant. Tutor.com hereby grants to the College a non-exclusive non-transferable, limited license to use the Services during the Term (as defined below), subject to the terms and conditions set forth in this Agreement. Tutor.com hereby grants to the College the right to permit Users (Students) to use the Services in accordance with the terms of the College's permitted use under this Agreement.
  - b. Limitation to Grant. Except as set forth herein or in any attachment to this Agreement, the College shall not use the Services in any manner to provide web-based communication Services to any third party, nor shall the College sublicense, transfer or distribute the Services, or any portion thereof, to any third party. College acknowledges that no source code or technical level documentation is licensed under this Agreement, and that Tutor.com reserves all other rights to the Services, including without limitation the right to access and modify the Services for training, maintenance, upgrades, and security purposes.
2. Setup.
  - a. Tutor.com shall set up and deliver to the College the Services for launch on a date mutually agreeable to the parties.
  - b. The College shall provide Tutor.com with all information needed to develop and launch the Services.
3. User Information Is Strictly Confidential Absent Extraordinary Circumstances. Tutor.com will not disclose to any third party any personal information that would permit identification of a User without first obtaining the prior written consent of the College unless Tutor.com believes that an immediate disclosure may be necessary to protect someone's physical safety (for example if a User tells a tutor that he "has a gun and is going to shoot someone"), or if otherwise required by law (such as a court order).
4. Payment. The College hereby agrees to pay Tutor.com the amounts set forth in the Service Orders. Payment shall be made to Tutor.com within 30 days of the invoice date. Payment obligations shall survive termination of the Term.
5. Representations. Each of Tutor.com and the College represents, warrants and covenants to the other that:
  - a. It has, and will have, the full power, authority, and legal right to enter into and perform fully its obligations under this agreement.
  - b. Neither the execution and delivery of this Agreement nor the consummation of transactions contemplated hereby does or will (i) violate any provision of the charter or by-laws of such Party, or any laws, ordinances, rules, regulations, codes or policies to which such Party is subject to or (ii) conflict with, result in breach or violation of, constitute a default under, or require any notice under any agreement to which such Party is Party or by which it is bound or to which any of its assets is subject.
  - c. It shall comply at its own expense with all applicable laws, ordinances, rules, regulation, codes and policies in connection with its performance under this Agreement; and
  - d. It has all rights and authorizations necessary to grant the rights and licenses set forth herein.
6. Term, Renewal, and Termination.
  - a. The initial Term of this Agreement shall be for one year.
  - b. Either Party may terminate this Agreement at any time if: (1) the other Party commits a material breach of this Agreement that remains uncured for a period of thirty (30) days following written notice thereof; (2) fails to pay any amounts owed to the other when due, or (3) with the mutual written Agreement of the other Party.



7. WARRANTY DISCLAIMERS AND LIMITATIONS ON LIABILITY.

- a. OTHER THAN AS EXPRESSLY PROVIDED HEREIN, THE TUTOR.COM PROPERTY IS PROVIDED ON AN "AS IS" BASIS WITHOUT, AND TUTOR.COM EXPRESSLY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, TUTOR.COM MAKES NO WARRANTY OR REPRESENTATION THAT THE TUTOR.COM PROPERTY OR SERVICES WILL MEET COLLEGE'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR APPLICATIONS PROVIDED BY THIRD PARTIES, THAT THE OPERATION OF THE TUTOR.COM PROPERTY OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE TUTOR.COM PROPERTY OR SERVICES WILL BE CORRECTED. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. THIS LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IN NO CASE SHALL TUTOR.COM'S AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY TUTOR.COM UNDER THIS AGREEMENT.
- b. In the event of a defect in the Services or Tutor.com Property, College's sole remedy shall be to have Tutor.com use commercially reasonable efforts to correct any nonconformity in the Tutor.com Property computer code, either by modification to such Tutor.com Property computer code, or via workaround. Tutor.com shall have no obligation to correct nonconformities resulting from (i) any modifications of Tutor.com Property not authorized by Tutor.com; (ii) any use or misuse thereof contrary to Tutor.com's specifications; (iii) Tutor.com Property that has been installed or operated in contravention of requirements contained in such specifications; (iv) Tutor.com Property that has been obviated by later versions, updates, upgrades or releases lacking such nonconformity; (v) Tutor.com Property which operates properly in combination with third party software or hardware recommended by Tutor.com; or (vi) Tutor.com Property which has been modified by College or a User not in accordance with the Tutor.com's specifications or applicable guidelines.

8. Proprietary Rights.

- a. Tutor.com Property. All aspects of the Services, including but not limited to the look and feel of the Tutor.com template pages, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, and all session transcripts, survey data and usage information, are the sole and exclusive property of Tutor.com (the "Tutor.com Property"). The Tutor.com Property includes all changes and addition to the Services and all derivatives works thereof. College acknowledges and agrees that this Agreement in no way shall be construed to provide to College, or any other person or entity, any express or implied license to use, copy, reverse engineer, or otherwise exploit the Tutor.com Property or Services or any portion thereof (including any intellectual property embodied therein) other than as specifically set forth in this Agreement.
- b. Protection of Proprietary Notices. The College shall not delete or in any manner alter the copyright, trademark, or other proprietary notices of Tutor.com, if any, appearing on the Services as delivered to the College. The College shall reproduce such notices on all copies it makes of the Services. The College shall use commercially reasonable efforts to protect the Tutor.com Property and Tutor.com's rights therein and to cooperate in Tutor.com's efforts to protect its proprietary rights. The College shall notify Tutor.com promptly of any known or suspected breach of Tutor.com proprietary rights to the Services that comes to its attention.

9. Confidentiality.


- a. Each Party shall retain in strict confidence the Confidential Information of the other Party. College hereby acknowledges that the Tutor.com Property is Confidential Information of Tutor.com, and that Confidential Information also includes, without limitation, trade secrets, Tutor.com Property documentation, specifications, designs, development plans, business plans, sales projections, business records, prices and customer lists. The obligations of confidentiality set forth in this Section 9 shall survive termination of the Term. In the event of any breach of the provisions of this Section 9, College agrees that Tutor.com would suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against College in addition to any other rights and remedies available to Tutor.com at law or in equity, or otherwise.



10. Miscellaneous Provisions.

- a. Choice of Law and Jurisdiction. This Agreement will be governed by, construed, and enforced in accordance with the substantive law of the State of the College, and any and all claims arising hereunder shall be subject to the exclusive jurisdiction of courts residing in that jurisdiction.
- b. Indemnification. Tutor.com shall indemnify the College for claims relating to the negligent, improper or illegal use of the Service by any Tutor.com tutor. For such indemnity to apply College must notify Tutor.com promptly of a claim.
- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both parties.
- d. Waivers. No term or provision shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. The waiver of either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise.
- e. Order of Precedence Between Documents. In the event of any conflict between the terms and conditions of this Agreement and any subsequent agreement between the parties, which does not specifically amend this Agreement or Service Order of the Master Service Agreement, this Agreement shall take precedence. In the event of a conflict between this Master Service Agreement and the terms and conditions in any subsequent Service Order, the Master Service Agreement shall control unless Tutor.com expressly agrees in writing to the specific modification.
- f. Assignment. This Agreement may not be assigned by a Party hereto without the prior written consent of the other Party; provided that Tutor.com may assign its rights and obligations under this Agreement (without the prior written consent of College) to any surviving Party in a merger or consolidation in which Tutor.com is a Party or to any Party that acquires all or substantially of Tutor.com's capital stock or assets.
- g. For Remote Home Access, the College will keep all links to Live Homework Help® on web pages that require library card or IP authentication for access. (Remote Home Access allows users to access Live Homework Help® from residential settings only; Other entities such as schools need a separate license to allow access to Live Homework Help® inside their physical facilities.)
- h. All marketing, promotional, and other communications by the College that mention or refer to Live Homework Help® must include the "Powered by Tutor.com" logo, include the ® symbol, and indicate that "Live Homework Help® is a registered trademark of Tutor.com." This includes all College web pages that refer to or link to the Live Homework Help® site. In circumstances where the use of graphic logos may be inappropriate (such as press releases), the text phrase "Powered by Tutor.com" may be substituted.
- i. Unless otherwise agreed in a Service Order, the Services are offered 360 days of each standard year, and 361 days of each leap year. The Services are unavailable on January 1, Easter Day, July 4, Thanksgiving Day, and December 25. On those holidays the Services close beginning at 1:01 a.m. and they reopen at 2:00 p.m. on the following day (all times Eastern).

On behalf of the College: (Billing Contact)

  
Signature

JAY E. TURNEY  
Name

VP FOR FINANCE  
Title

9/11/08  
Date

On behalf of Tutor.com:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT A****SERVICE ORDER OF MASTER SERVICE AGREEMENT**

This order for the online tutoring services set forth herein constitutes a Service Order of the Master Service Agreement dated August 26, 2008 between Tutor.com, Inc. ("Tutor.com") and Black Hawk College (the "College").

Library Contact Information	Tutor.com Contact Information
Name: Kari Koster	Name: Renee McKim
Library: Black Hawk College	Address: 40 Fulton Street
Address: 6600 34 <sup>th</sup> Avenue	Address: 4 <sup>th</sup> Floor
City, St, Zip: Moline, IL	City, St, Zip: New York, NY 10038
Telephone: 309.796.5152	Telephone: 574.514.4829
Fax:	Fax: 732.601.0729
Email: kosterk@bhc.edu	Email: rmckim@tutor.com

**Ordered Services and Fees.** Tutor.com agrees to provide the College with the following Services and the College agrees to pay Tutor.com the fees set forth below.

**Live Homework Help®** Students access a Live Homework Help® Web site after authenticating into the College's system, select the subject in which they need tutoring (math, science, social sciences, English), indicate their grade level (College Intro), and then are connected immediately to a qualified tutor. Learning takes place in Tutor.com's proprietary, Web-based, Online Classroom.

Library Location and Description of Services	Locations Served	Start Date	End Date	Price
Live Homework Help® with Remote Home Access Hours: 49 weekly program hours 5pm-12am	All	9/15/2008	9/14/2009	\$8,500
Live Homework Help® en Español Hours: 49 weekly program hours 5pm-12am	All			
Total				\$8,500

Please check the appropriate box to indicate whether the College selects the auto-renewal option:

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**YES – Auto-renewal** as follows: Tutor.com will provide the College with written notification of pricing for each renewal term no later than sixty (60) days before the scheduled expiration of the then-current Term. The Services will then renew for an additional Term at the renewal price unless the College notifies Tutor.com in writing within thirty (30) days of receiving the renewal pricing that it no longer wishes to renew.

☒

**NO – The Term will not auto-renew.**

