

This Master Service Agreement forms a binding contract between Ranku, Inc. ("**Ranku**"), with its principle place of business at 500 Yale Ave N., Seattle, WA 98109, and the customer identified in the signature block below (the "**Customer**") (each a "**Party**", and collectively the "**Parties**").

1. DEFINITIONS.

1.1 "**Agreement**" means, collectively, this Master Service Agreement, the Proposal, and any amendments, schedules, or attachments incorporated by reference herein or therein.

1.2 "**Confidential Information**" means all written or oral information, disclosed by one Party to the other that has been identified as confidential or that by its nature ought reasonably to be considered confidential.

1.3 "**Customer Content**" means any and all text, images, videos, graphics and other materials (including any registered or unregistered trade marks) Customer makes available to Ranku to perform the Service.

1.4 "**Permissions**" mean the licenses, rights, consents and permissions necessary to reproduce, use and display the Customer Content and the names, identities, likenesses, voices, and biographies of any individuals displayed or featured within the Customer Site.

1.5 "**Proposal**" mean the Ranku Proposal presented to Customer by Ranku and dated April 28, 2015.

1.6 "**Customer Site**" means the part of the Service that is a consumer-facing website designed by Ranku that describes the academic programs of, or otherwise promotes, Customer.

1.7 "**Service**" means the services specified in the Proposal.

1.8 "**Term**" means the duration of this Agreement, as defined in Section 10.1.

2. **RANKU RESPONSIBILITIES.** During the Term, Ranku will provide the Service for the benefit of Customer, in a manner consistent with the specifications set forth in the Proposal.

3. CUSTOMER RESPONSIBILITIES.

3.1 Customer will make available all Customer Content reasonably requested by Ranku including, but not limited to, information and statistics concerning program names, costs, delivery platforms, prerequisites, acceptance rates, student achievement rates, average graduate salaries, chances of employment, and content images of facilities and featured individuals (*e.g.*, faculty and alumni). Customer will ensure the legality, appropriateness, currency, and accuracy of all Customer Content it makes available and will be responsible to secure all Permissions related to such Customer Content and all other Permissions requested by Ranku.

3.2 Customer will pay Ranku (1) a fixed implementation fee of \$36,000 and (2) for each prospective student who engages Customer through Customer Site, \$50 if such prospective student completed a Request for Information form / \$75 if such prospective student completes an extended lead form. Additional fees are detailed in the proposal dated April 28, 2015. All invoices are due and payable sixty (60) days after receipt and will exclude all sales, value added, and other taxes.

4. INTELLECTUAL PROPERTY.

4.1 As between Customer and Ranku, Customer owns all right, title and interest in the Customer Content. Customer grants to Ranku a limited, non-exclusive, royalty-free, license during the Term to use the Customer Content for the purpose of performing the Service and as otherwise contemplated by this Agreement.

4.2 Except for the Permissions and any intellectual property rights in the Customer Content, Ranku reserves all right, title and interest (including all intellectual property rights) in the Service and the Customer Site, including in all aggregated or statistical data derived from the operation of the Service that does not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any identifiable individual into the Service including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (such data, "**Anonymous Data**"). Nothing herein shall be construed as prohibiting Ranku or its licensors from utilizing the Anonymous Data for purposes of operating its business including, without limitation, licensing or selling such Anonymous Data.

4.3 Customer will not (a) modify, translate or create derivative works of the Service, including the Customer Site, (b) reverse engineer or attempt to obtain any source code to the Service, or (c) use the Service in a manner inconsistent with applicable laws.

5. **CONFIDENTIAL INFORMATION.** During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors on a strict need to know basis, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement, and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without use of the disclosing Party's Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws or as part of any merger, acquisition or sale of assets, (2) to comply with a court or governmental order, or to comply with applicable law, or (3) to establish or preserve a Party's rights under this Agreement.

6. **MARKETING.** Ranku may refer to Customer as a Ranku customer on Ranku's website and in sales presentations, and may use publicly available Customer Content for such purposes. No proprietary or otherwise competitive information will be shared, such as dashboard data, web traffic, conversation rates, application information, etc.

7. **INDEPENDENT CONTRACTOR.** The Parties acknowledge and agree that they are dealing with each other as independent contractors and this Agreement does not create an agency, partnership, joint venture, or employment relationship.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it has the requisite power and authority to enter into and perform this Agreement, and (ii) the execution of this Agreement by such Party does not violate any agreements, rights, or obligations existing between such Party and any third party. NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES AND TERMS AS TO MERCHANTABILITY, NONINFRINGEMENT, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY.

9. LIABILITY AND INDEMNIFICATION

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A BREACH, INCLUDING LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS, WHETHER OR NOT ADVISED OF SUCH POSSIBILITY PRIOR TO THE BREACH. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES RECEIVED BY RANKU FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE LIABILITY FIRST AROSE.

9.2 Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

10. TERM AND TERMINATION.

10.1 This Agreement will be in effect beginning on the Master Effective Date set out below and will terminate upon the one year anniversary of such date. Either Party may terminate this Agreement at any time upon written notice to the other if the other Party materially breaches any provision of this Agreement and does not remedy the breach within thirty (30) days of receiving written notice of the breach.

10.2 On termination for any reason: (a) any amounts owed to Ranku before or at such termination will become immediately due and (b) upon request, each Party will promptly destroy or return any Confidential Information of the other Party that remains in its possession or control. The provisions of this Agreement that rightfully should survive termination of this agreement will survive including the sections titled Term and Termination, Liability and Indemnification, Representations and Warranties, Confidential Information, Non-Disparagement, and General.

11. NON-DISPARAGEMENT. Neither Party will, directly or indirectly, at any time, make any disparaging statement concerning the other Party or any of its affiliates or the management, management decisions, operating policies, decision or actions of the other Party or any of its affiliates, whether or not libelous or defamatory.

12. GENERAL.

12.1 This Agreement will be governed by the laws of the state of Nebraska and shall be subject to the jurisdiction of the courts of the state of Nebraska.

12.2 This Agreement may not be assigned without the prior written consent of both Parties.

12.3 All notices, consents, and approvals under this Agreement must be delivered in writing by courier or by registered mail to the other Party.

12.4 Any actual or threatened breach of Section 5 may constitute immediate, irreparable harm to the disclosing Party, and the disclosing party shall have the right to seek injunctive relief for any such actual or threatened breach of Section 5 upon a proper evidentiary showing with a court of competent jurisdiction.

12.5 Any waiver of any provision of this Agreement must be in writing and will not be deemed a waiver of any other provision. Any provision of this Agreement that is unenforceable will be severed and the remaining provisions will continue in full force and effect.

12.6 This Agreement does not confer any right or benefit on any person who is not a party to it.

12.7 A delay by either Party in performing its obligations will not be a breach of this Agreement if caused by fire, earthquake, flood, or other event beyond the reasonable control of such Party. The affected Party will notify the other Party of such event and resume performance as soon as possible.

12.8 This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both Parties.

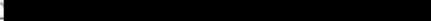
12.9 This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

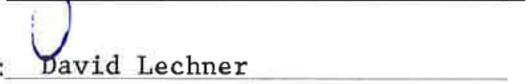
12.10 Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended, as of January 1, 2014, all agencies, boards, commissions, and departments of the state of Nebraska, including the University of Nebraska, are required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be made available by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the following Master Effective Date: 6-22-15



MASTER SERVICE AGREEMENT

RANKU 
By: 
Name: Cecilia Retelle
Title: Co-Founder & Chief Operating Officer

CUSTOMER 
By: 
Name: David Lechner
Title: Senior Vice President / CFO



**University of Nebraska Online Worldwide
Ranku Proposal**

Updated April 28, 2015

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Executive Summary

The University of Nebraska Online Worldwide (NUOW) has the goal of redesigning its strategic website presence and developing a data tool that provides insight and actionable information for NUOW's key performance indicators. The internal organic traffic to NUOW's website is the most valuable source of traffic. Often traffic is lost due to the limitations in functionality and design. Upon implementation of Ranku's redesign and leveraging the data from the dashboard, NUOW will be in a position to significantly grow unique users, inquiries and applications resulting in higher enrollments across programs.

Ranku is proposing licensing our direct marketing technology to scale traffic, simplify the user experience to attract more qualified applicants, and our dashboard to assist NUOW in making data driven decisions.

Ranku is a recognized domain expert in online degree recruitment. The team has worked on recruitment with more than 80 universities and our engineers previously worked at Microsoft making them very familiar with Microsoft Dynamics. Some of the recent accolades Ranku has received include UPCEA's 2014 Marketing Award for Interactive Media and the U.S. Chamber of Commerce Blue Ribbon Award.

I. Project Overview

Ranku will provide direct marketing software and an enrollment driven website for the University of Nebraska Online Worldwide (NUOW) that is optimized to engage and drive inquiries from prospective students. The technology will include all online degrees offered by the University of Nebraska at Kearney, University of Nebraska at Omaha, University of Nebraska-Lincoln, and the University of Nebraska Medical Center.

The website redesign will concentrate on increasing inquiries and applications of online students using the analytics that power Ranku's dashboard using the NUOW style guide. These students differ from on-campus students because they are mainly working adults, female, average age of 34, and live within the state of Nebraska. Recognizing the in-state component is vital for NUOW growth because of the in-state competition, Bellevue University. With your largest in-state competitor having 13,000+ online students, open enrollment and an application that can be completed in less than 20 minutes (<http://www.bellevue.edu/application/>) it is fundamental for the NUOW website to be designed with the goal of getting the prospective student the information they want with as few hurdles as possible. The only way to ensure the redesign is in fact increasing qualified leads is to collect the data that is included on Ranku's dashboard.

The search functionality includes user's geography, IPEDs data, and is personalized using LinkedIn and Facebook APIs. This allows for users to have an optimized experience while also powering the dashboard informing administrators.

The estimated implementation for Ranku's redesign, data dashboard, and optional email system is 3 weeks after receiving all NUOW's data. This will allow for NUOW to enroll more students sooner with a simple and easy implementation solution that includes all necessary coding and design.

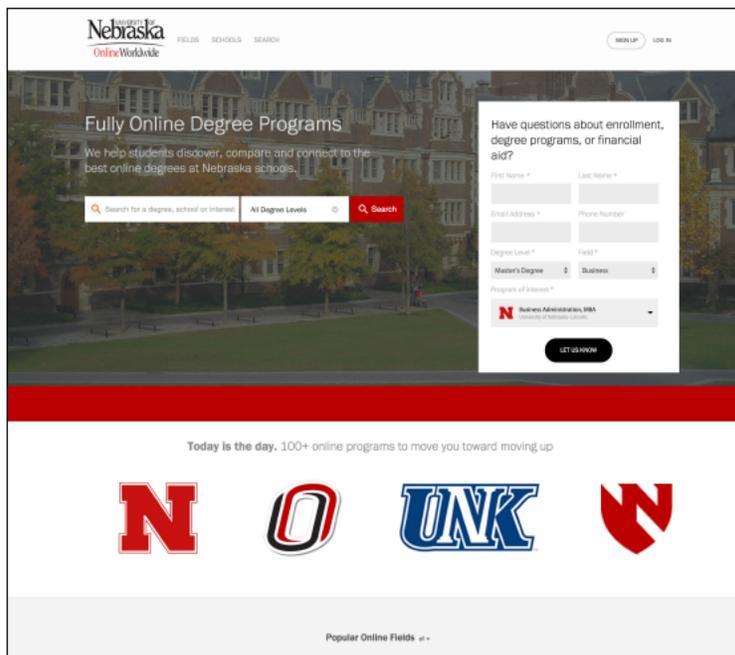
II. Information Architecture & User Experience

Site Map

1. Home Page
2. Search
3. Program Pages
 - a. Each program
4. School Page: University of Nebraska at Kearney
5. School Page: University of Nebraska at Omaha
6. School Page: University of Nebraska-Lincoln
7. School Page: University of Nebraska Medical Center
8. Fields Page

How It Works

When users comes to NUOW website, Ranku algorithmically matches them to socially relevant programs based on their query, geography and work experience.

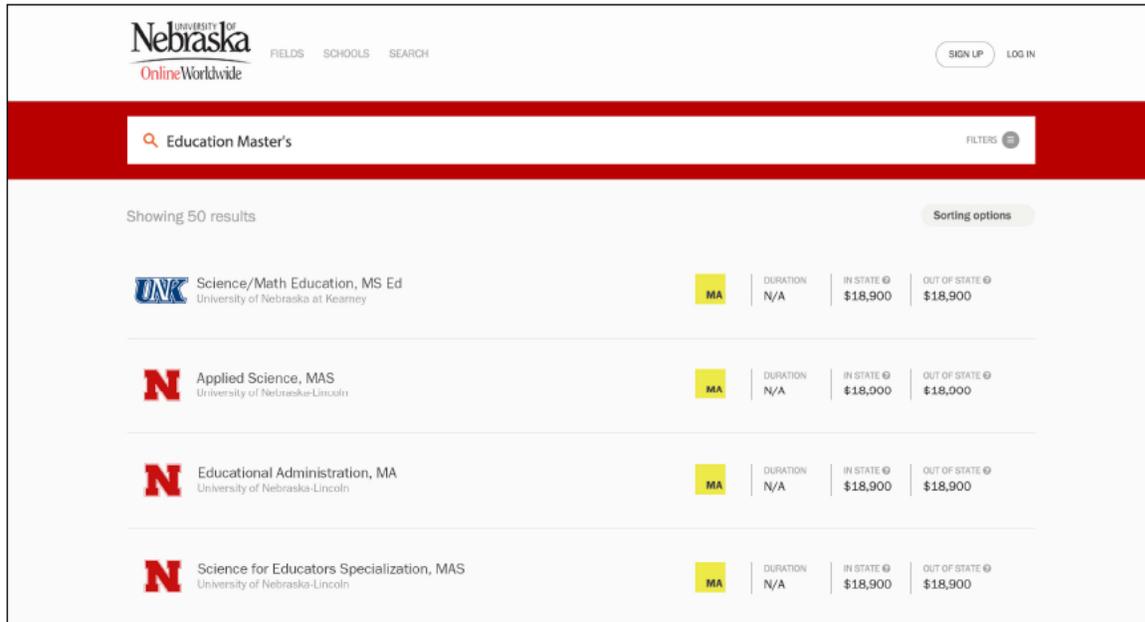


Above: University of Nebraska Online Worldwide Homepage

Users are not required to login with Facebook or LinkedIn but are encouraged to. Geo-targeting is still used for users that are not logged in. Logging in allows for a smarter search experience.

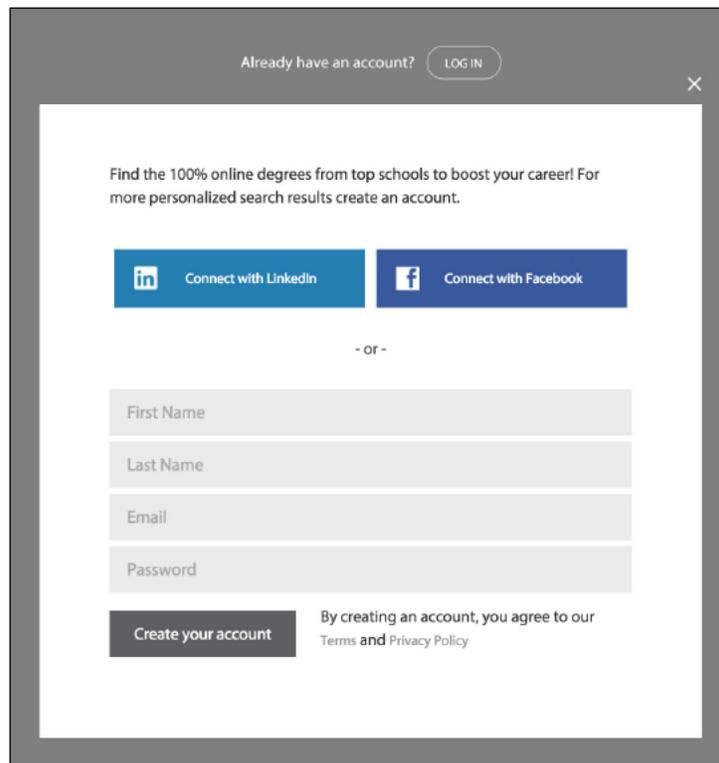
For example, John has an undergraduate degree in Foundations in Education and has been working as an Assistant Principal at a Kearney, NE high school. He wants to find a program that will elevate his career to becoming a principal. When he initially comes to the page and does not login his search results for "Education Master's" are using his location to surface the closest

program that aligns with his query. His top result for an “Education Master’s” program is the closest school to where John is located. Here are his results:

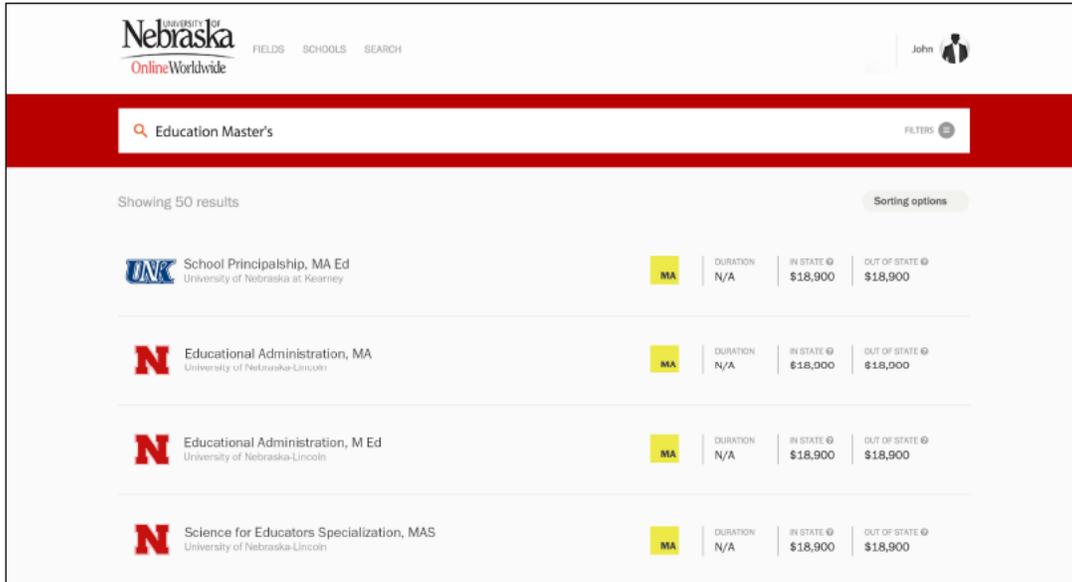


Above: Not logged in search results using geo-tagging

John decides to login. He is able to do so using LinkedIn or Facebook in two clicks. He also has the option of creating an account using just his email.



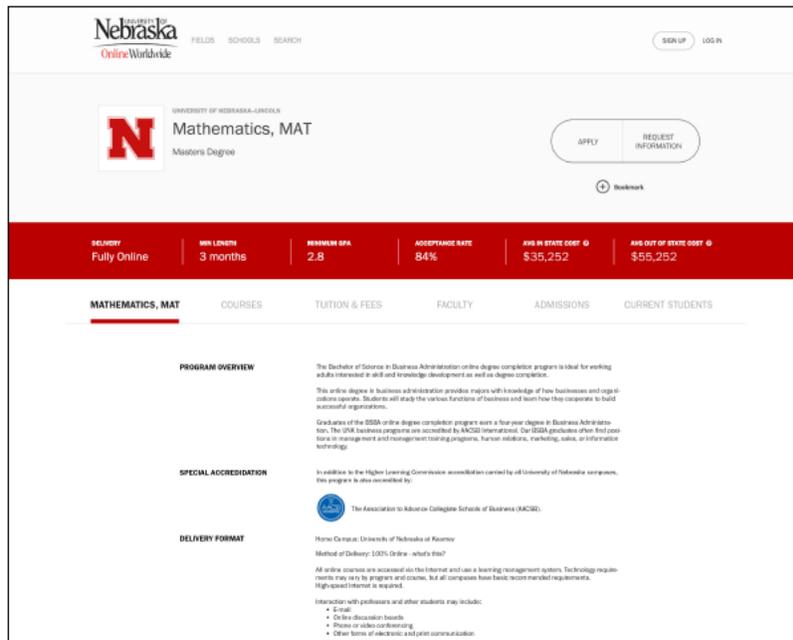
Upon John logging in through LinkedIn, Ranku's technology is able to recognize that he has been working as an assistant principal, which provides a smarter search experience and prioritizing more applicable degree options. Using his work experience and his location, Ranku technology provides the following updated search results:



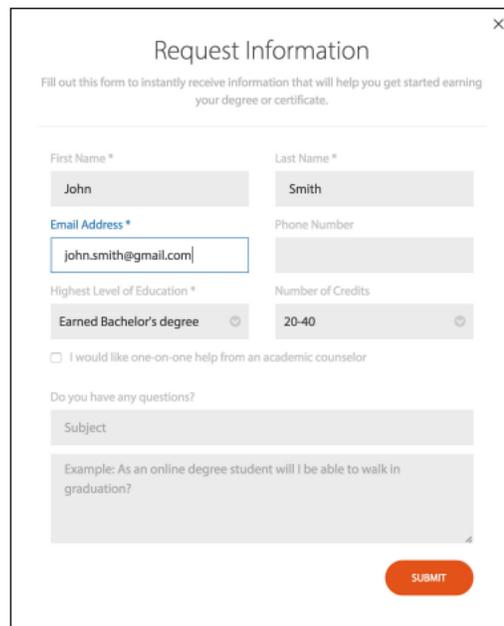
Above: Logged in search results using LinkedIn and Facebook API, and geo-tagging

His updated search results differ from his not logged in results. Now his first program option is the one that matches his query, is aligned with his previous work experience, and closest to him in proximity. Compared to when he was not logged in, his search experience is now significantly smarter.

Once he has an account setup he is able to bookmark the programs he is interested in on the program page.

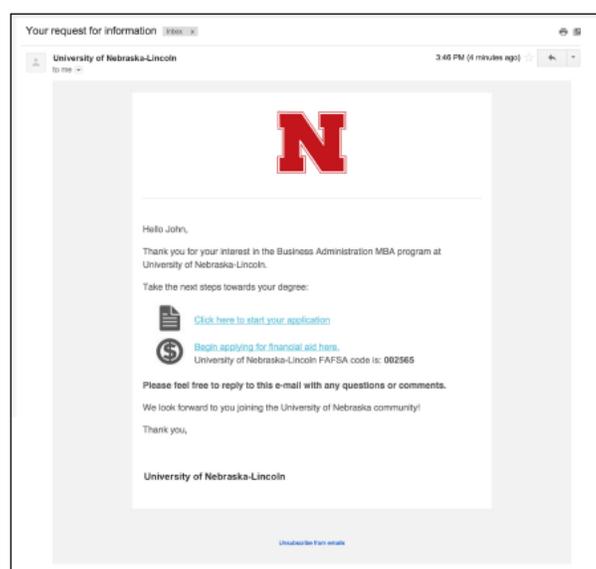


John finds a program that he wants to request information from. The Webform or Request for Information (RFI) form includes name, email, phone, highest level of education, and number of credits (if some college selected).



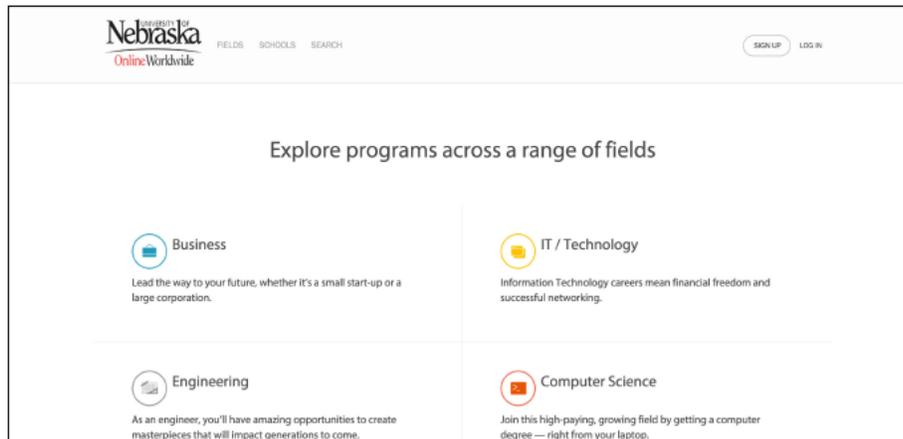
John then received a personalized email that includes a call to action (admission requirements to apply, FAFSA information), and advising the applicant if they qualify. Since NUOW already has a single person that handles all in-bound online degree inquiries, this email would be signed by them. Having this individual is extremely beneficial to the prospective students. Most students request information for 1.7 programs. With the potential of having students request information from multiple schools, having one point of contact to get them started will help to streamline the process for the prospective student rather than having multiple points of contacts. [Note: this email system is optional.]

These webforms will be automatically posted to Microsoft Dynamics.

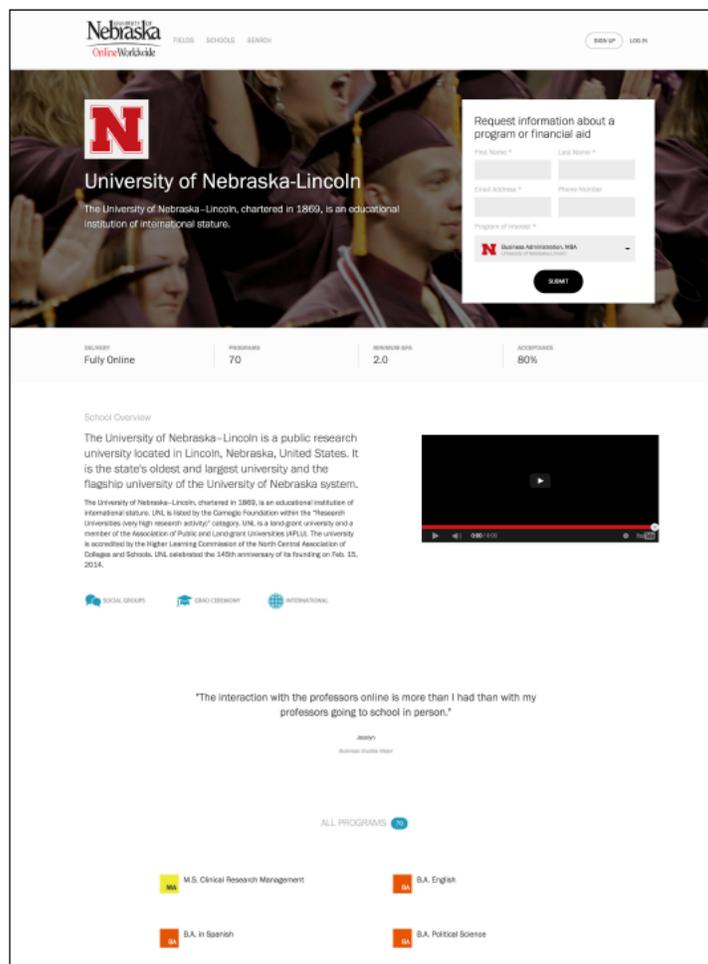


Above: Automated email sent to prospective student

For users that simple want to browse they are able to do so by the 11 fields also included in the data dashboard including Business, IT/Technology, Engineering, Computer Science, Education, Nursing, Medicine & Health, Behavior Science, Liberal Arts, Public Administration, and Criminal Justice/Law. Every program will be included in at least one of these fields.



For users that want to view programs offered by each of the four universities, they can browse programs offered by each university by visiting the School Pages.



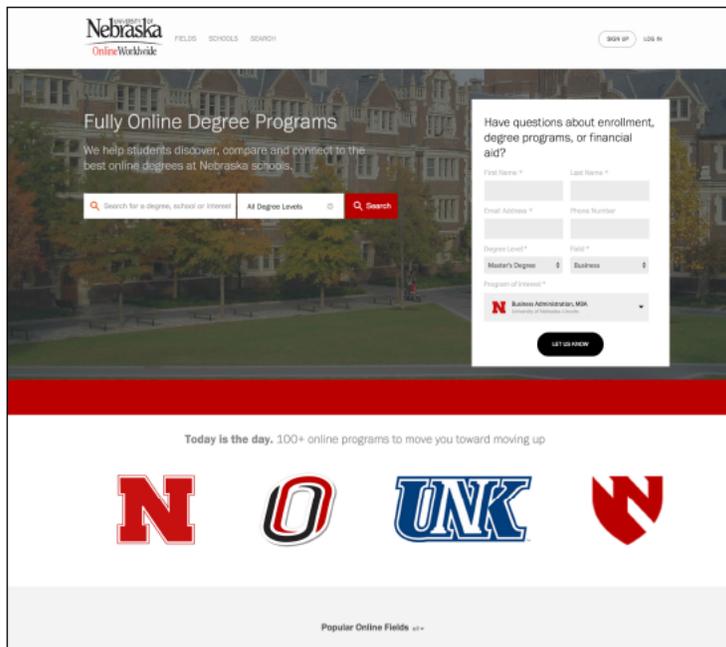
This same approach can be used for the www.highschool.nebraska.edu site. To ensure that your bottom line is protected, the important part here is to ensure that when users come to the homepage they initially see the college degrees. We would add "High School" in the navigation bar so students could quickly find it but at the same time protect the invaluable traffic that is coming to your site looking for online college degrees.

III. Visual & Responsive Design

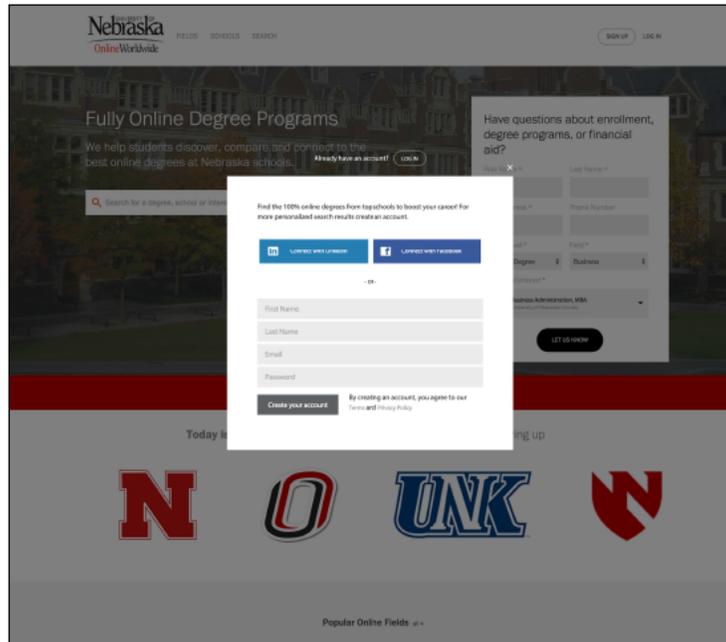
All Ranku direct marketing technology (including the administrative dashboard and email) is responsive on mobile phones and tablets. All Ranku design is built using the dashboard as the foundation. This foundation is vital for success because you can measure improvement rather than just by how it looks. The dashboard information also allows for updates to be made if the numbers show that something needs to be done.

All of NUOW's content can be added. Additionally, through the custom API updates to the content can also be made quite simply.

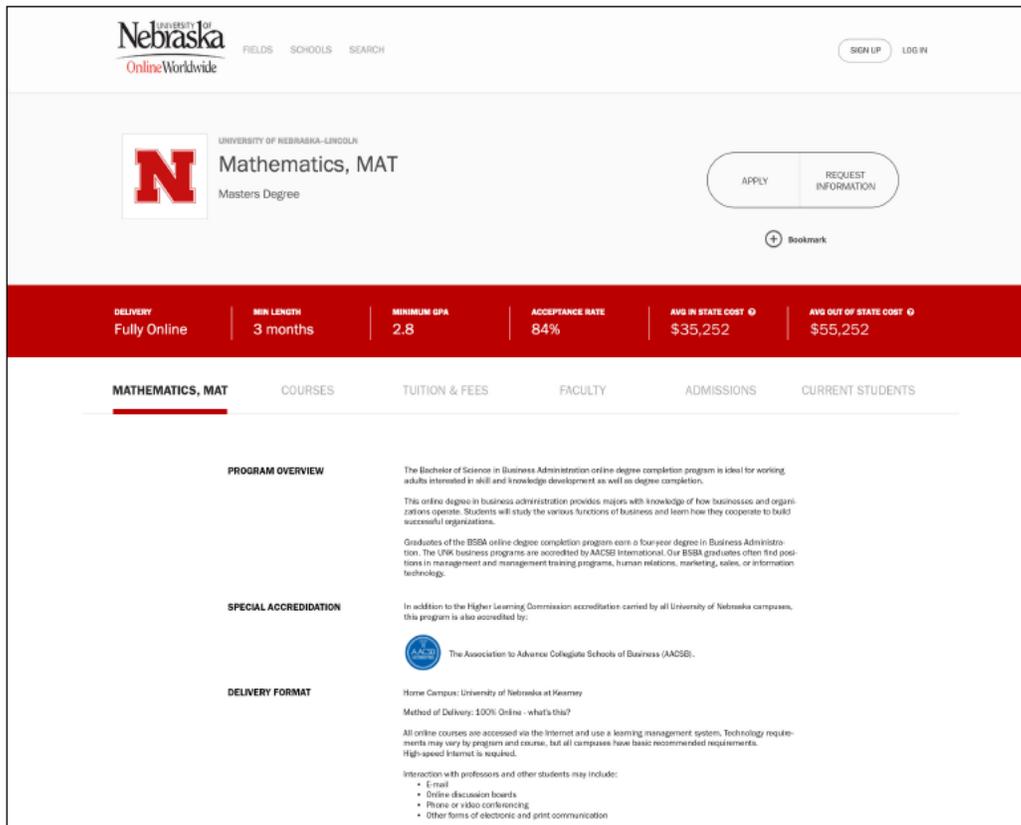
Homepage



Homepage Login (login optional for users)



Program Page



Fields Page

UNIVERSITY OF
Nebraska
Online Worldwide

FIELDS SCHOOLS SEARCH

SIGN UP LOG IN

Explore programs across a range of fields

Business

Lead the way to your future, whether it's a small start-up or a large corporation.

IT / Technology

Information Technology careers mean financial freedom and successful networking.

Engineering

As an engineer, you'll have amazing opportunities to create masterpieces that will impact generations to come.

Computer Science

Join this high-paying, growing field by getting a computer degree — right from your laptop.

School Page

UNIVERSITY OF
Nebraska
Online Worldwide

FIELDS SCHOOLS SEARCH

SIGN UP LOG IN

University of Nebraska-Lincoln

The University of Nebraska-Lincoln, chartered in 1869, is an educational institution of international stature.

Request information about a program or financial aid

First Name * Last Name *

Email Address * Phone Number *

Program of Interest *

N Business Administration, MBA

SUBMIT

DEGREE: Fully Online | CREDITS: 70 | BLENDED GPA: 2.0 | ACCEPTANCE: 80%

School Overview

The University of Nebraska-Lincoln is a public research university located in Lincoln, Nebraska, United States. It is the state's oldest and largest university and the flagship university of the University of Nebraska system.

The University of Nebraska-Lincoln, chartered in 1869, is an educational institution of international stature. UNL is listed by the Carnegie Foundation within the "Research Universities (very high research activity)" category. UNL is a land grant university and a member of the Association of Public and Landgrant Universities (APLU). The university is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. UNL celebrated the 145th anniversary of its founding on Feb. 15, 2014.

SOCIAL GROUPS | VIDEO GALLERY | INTERNATIONAL

"The interaction with the professors online is more than I had than with my professors going to school in person."

Jessie
Business Student Body

ALL PROGRAMS (10)

- M.S. Clinical Research Management
- B.A. English
- B.A. in Spanish
- B.A. Political Science

Webform

Request Information

Fill out this form to instantly receive information that will help you get started earning your degree or certificate.

First Name * Last Name *

Email Address * Phone Number

Highest Level of Education * Number of Credits

I would like one-on-one help from an academic counselor

Do you have any questions?

Subject

Example: As an online degree student will I be able to walk in graduation?

Search Page (not logged in)

Showing 50 results Sorting options

Program Name	Duration	In State	Out of State
Science/Math Education, MS Ed University of Nebraska at Kearney	MA	N/A	\$18,900
Applied Science, MAS University of Nebraska-Lincoln	MA	N/A	\$18,900
Educational Administration, MA University of Nebraska-Lincoln	MA	N/A	\$18,900
Science for Educators Specialization, MAS University of Nebraska-Lincoln	MA	N/A	\$18,900

Search Page (logged in)

FIELDS SCHOOLS SEARCHJohn 

FILTERS

Showing 50 results Sorting options

 School Principalship, MA Ed University of Nebraska at Kearney		DURATION N/A	IN STATE  \$18,900	OUT OF STATE  \$18,900
 Educational Administration, MA University of Nebraska-Lincoln		DURATION N/A	IN STATE  \$18,900	OUT OF STATE  \$18,900
 Educational Administration, M Ed University of Nebraska-Lincoln		DURATION N/A	IN STATE  \$18,900	OUT OF STATE  \$18,900
 Science for Educators Specialization, MAS University of Nebraska-Lincoln		DURATION N/A	IN STATE  \$18,900	OUT OF STATE  \$18,900

Homepage mobile

UNIVERSITY OF
Nebraska
OnlineWorldwide

SEARCH SIGN UP

Fully Online Degree Programs

We help students discover, compare and connect to the best online degrees at Nebraska schools.

Search for a degree, school or interest

All Degree Levels

Search

Have questions about enrollment, degree programs, or financial aid?

First Name *

Last Name *

Email Address *

Phone Number

Degree Level *

Master's Degree

Field *

Business

Program of Interest *

Business Administration, MBA
University of Nebraska-Lincoln

LET US KNOW

Today is the day. 100+ online programs to move you toward moving up



Program Page mobile

UNIVERSITY OF
Nebraska
OnlineWorldwide

SEARCH SIGN UP



UNIVERSITY OF NEBRASKA-LINCOLN

Mathematics, MAT

Masters Degree

Request Information

Bookmark

DELIVERY
Fully Online

MIN LENGTH
3 months

MINIMUM GPA
2.8

ACCEPTANCE RATE
84%

AVG IN STATE COST ⓘ
\$22,572

AVG OUT OF STATE COST ⓘ
\$22,572

Online Program Overview

This online Masters in Business Administration (MBA) degree equips future business leaders with the qualitative and quantitative skills required to succeed in the business world of today and tomorrow.

The online MBA degree program emphasizes managerial skills, team building, ethics, and leadership. Case analysis and presentation skills are incorporated in the curriculum to prepare the graduate to make a difference in her or his

Fields Page mobile

SEARCH SIGN UP

Explore programs across a range of fields



Business

Lead the way to your future, whether it's a small start-up or a large corporation.



IT / Technology

Information Technology careers mean financial freedom and successful networking.



Engineering

As an engineer, you'll have amazing opportunities to create masterpieces that will impact generations to come.



Computer Science

School Page mobile

SEARCH SIGN UP



University of Nebraska-Lincoln

The University of Nebraska-Lincoln, chartered in 1869, is an educational institution of international stature.

Request information about a program or financial aid

First Name *

Last Name *

Email Address *

Phone Number

Program of Interest *

 Business Administration, MBA
University of Nebraska-Lincoln

SUBMIT

DELIVERY
Fully Online
PROGRAMS
70
MINIMUM GPA
2.0
ACCEPTANCE
80%

School Overview

The University of Nebraska-Lincoln is a public research university located in Lincoln, Nebraska, United States. It is the state's oldest and largest university and the flagship university of the University of Nebraska system.

The University of Nebraska-Lincoln, chartered in 1869, is an educational institution of international stature. UNL is listed by the Carnegie Foundation within the "Research Universities (very high research activity)" category. UNL is a land-grant university and a member of the Association of Public and Land-grant Universities (APLU). The university is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. UNL celebrated the 145th anniversary of its founding on Feb. 15, 2014.



IV. Search Engine Optimization

Our software automatically includes Search Engine Optimization (SEO) to increase organic traffic. As programs are added to NUOW website they are meta-tagged with multiple terms to improve each programs SEO ranking. Ranku collects and categorizes all inquiries that users make, allowing and informing additional and new meta-tags to be added to programs. Having more meta-tags per program also improves SEO for programs.

V. Search Engine Marketing Audit & Recommendations

After reviewing NUOW's current SEM strategy, it is clear that the content is original which greatly helps your SEO ranking. Our recommendations include starting with using a crawling tool to evaluate all aspects of your site.

Next, the site architecture is very important for the overall structure of your website. This includes the vertical depth (how many levels it has) as well as its horizontal breadth at each level. For NUOW this would include the number of programs. When evaluating your site architecture, identify how many clicks it takes to get from the homepage to other important pages and to achieve your overarching goal of students to apply.

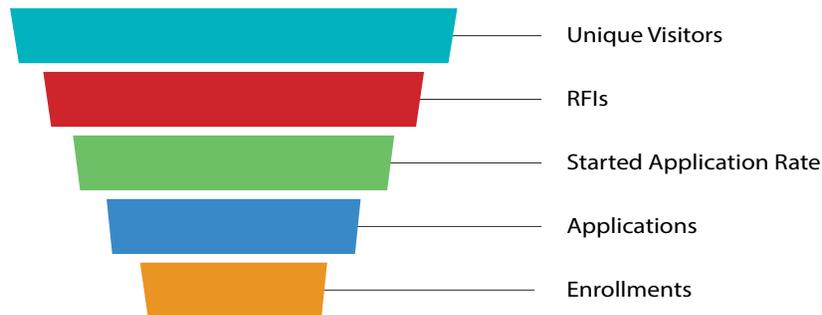
Since the algorithm update, Panda, a lot has changed regarding URL-based duplicate content. For an exhaustive list of ways this can impact you, we would recommend reading Section V of Dr. Pete's guide at <http://moz.com/blog/duplicate-content-in-a-post-panda-world>.

Finally, the most important SEO challenge is and always will be content. Having items meta-tagged (as we do for each programs) is vital for the success of your site. These meta-tags help to get all the pages within the site ranked and more easily found by users.

VI. Ranku's Dashboard & Site Analytics

Ranku takes a data driven approach to help scale online applications from prospective students. By evaluating this data Ranku will make recommendations on opportunities for improvement compared to industry averages. The dashboard will help you identify new opportunities within your existing user base that aid in program and curriculum development, optimization and content strategy.

Success metrics are tracked in real time so you will easily understand how many students should be applying based on the number of unique visitors in Google Analytics to NUOW website.



Ranku's dashboard is the foundation for all design because of the massive amount of actual user data it pulls from. It is built on a framework that will allow NUOW to adapt the data and make decisions. It tracks and monitors the recruitment process allowing for administrators to view important data points including popular programs, and webform conversion rates.

An example of how this dashboard is beneficial is looking at the breakdown of types and levels of degrees students are requesting webforms from. As NUOW tries to decide which new degrees to offer online it is helpful to have actual data from real prospective students to plan with. Monitoring and evaluating what students are interested in will result in higher application and enrollment rates. Using and leveraging the statistical significant data rather than anecdotes will yield higher enrollment.

In order to set the benchmarks appropriately, Ranku will need access to NUOW's Google Analytics, historical inquiries, current application and enrollment rates of online degree programs at the start of the project.

Upon request, we would be happy to do a live demo of the dashboard in person or via screen share.

VII. Integrations & Technical Specs

Integration

Ranku is a layer that sits on top of your current SIS (People Soft) and CRM (Microsoft Dynamics). To maximize the efficiency of recruiting online students, Ranku software is built for you to be able to download data from your legacy system and input it into our system (gaining a unique identifier) into an application. This allows you to know when and how quickly potential students are converting to applicants.

Two of Ranku's engineers are former Microsoft employees that are intimately familiar with the benefits and challenges of Microsoft Dynamics. In an effort to address some of the challenges that all legacy systems have, Ranku will provide NUOW with a Software Developer Kit (SDK). The SDK allows for individual program information to be updated through a custom API.

Technical Specs

Ranku's platform is built with NodeJs and MongoDB technologies, a state-of-art stack for building high-performance websites. Ranku chose NodeJs due to the ease of implementation, speed, stability and scalability. The entire platform is hosted on Heroku, which provides 24x7 availability, instant scalability and built-in server security. This gives unlimited power to scale when demand or increases.

To make all programs easily accessible, we customize the program listings to match a student's interest by using their work and education history from their Facebook and LinkedIn profiles. We also integrate with geolocation data to surface programs in universities closer to student's location. We closely monitor user engagement, visitor flow, drop off rate, visitor demographics, and many other key metrics to continuously improve our platform to create the simplest and most efficient web presence for online degrees.

VIII. Milestones

The estimated implementation timeline is 3 weeks to launch after receiving all Customer data.

1. Analysis
2. Development
3. Testing
4. Training
5. Deployment

Milestone	Task	Reporting	Date
1.1	Customer provides access to Google Analytics, historical traffic and inquiries	Client call	TBD
1.2	Customer provides branding guidelines and requirements	None	TBD
1.3	Customer completes onboarding process of school and program information	None	TBD
2.1	Ranku creates database	None	TBD
2.2	Ranku imports client data	None	TBD
2.3	Ranku completes design and build of NUOW site	None	TBD
3.1	Ranku demos site functionality for Customer	Client call to review	TBD
3.2	Customer approves final NUOW site	None	TBD
4.1	Ranku training overview for Customer	Client meeting	TBD
5.1	DNS (domain name server) change date and time	None	TBD

IX. Pricing

Initial Implementation Fee: \$36,000. This includes the website redesign and the dashboard.

Once the DNS change has occurred the rate is \$100 per completed application or \$50 per started application. In order to close this information loop Ranku & NUOW will need to work together to set this up. For either option, the initial 250 applications are pre-paid at time of implementation.

Application to lead tracking: \$10,000 for started application option. \$15,000 for completed application option. For the completed application rate, Ranku must review and approve application.

Also included in above pricing is:

- Unique identifier
- Onsite implementation and training (travel cost included)
- NUOW access to Ranku administration portal, ability to update site manually, add new programs
- Ongoing optimization
- Ongoing hosting of NUOW site on Ranku server (located in the United States)

Status Phone Calls: While we are working on the launch, we will schedule them 1-2 times per week to keep everyone on track. Once the DNS change has occurred, the calls will be held monthly. The dashboard allows NUOW to know exactly where they stand in real time.

Optional Add-ons

To build the automated email system that automatically posts webforms to Microsoft Dynamics is \$25,000 annually. Additional CRM integrations are \$10,000 - \$15,000 each.

Course Search Functionality: \$15,000

To build the custom API for content or integrations is \$10,000 - \$15,000 each or as needed.

Examples of Custom Integrations include:

- Creating a content API to send content so NUOW doesn't have to make manual updates.
- An integration where Ranku passes data inside NUOW's application software. Example: if you use Hobsons application and wanted us to send all of the data into Hobsons in addition to Microsoft Dynamics so it would be in both places.
- A university or department adopts an additional CRM like Salesforce and wants to have us integrate to it and post data in real time.

Not included:

SIS integrations: Since these are contingent on a third party making changes to their database so we don't include and promise these since we can't control Oracle making updates to

accommodate new fields, etc. Each Ranku user will have a unique identifier and user ID regardless of an SIS integration existing. If this is something that you want to explore, we would be happy to do so. The pricing of this would be \$200/hour for our engineers.

PPC integration: This is something you would set up with your own Google Analytics for your paid marketing efforts. Since Ranku does not do any pay-per-click marketing and if one day you decided to build 10 different landing pages we wouldn't want your marketing efforts tied to us building integrations.

Duration: 12 months with an option for NUOW to extend the contract for three additional 12-month terms. At the conclusion of the first 12-month term, the parties will review the pricing structure. If the cost incurred by NUOW exceeds \$600,000 during the first 12 month term, Ranku agrees to carry over any balances to the second 12 month term. If NUOW does not extend this contract beyond 12 months, any remaining balance shall be paid within thirty (30) days of the conclusion of the first 12-month term.

X. Contact Information

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MASTER SERVICE AGREEMENT—AMENDMENT

This Master Service Agreement Amendment ("Amendment") is a modification of the Master Service Agreement dated June 22, 2015, which forms a binding contract between Ranku, Inc. ("Ranku"), with its principle place of business at 500 Yale Ave N., Seattle, WA 98109, and the customer identified in the signature block below ("Customer"). Any provisions contained in the Master Service Agreement not modified by this Amendment shall remain in full force and effect. The Master Service Agreement shall be amended as follows:

Amendment to Section 3.2 of Master Service Agreement:

Customer will pay Ranku a one-time fee of \$325,000 for services through June 21, 2016. Invoices Customer previously paid Ranku do not count towards the one-time fee. This flat rate fee will include all leads, page rank, on-going maintenance, search engine optimization, status reports, the webhook to distribute data across the system, information architecture for content, monthly status phone calls, editing tool, the customization of the University of Nebraska Online Worldwide analytics dashboard, and broad marketing recommendations.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the following Effective Date: 9-9-15

RANKU

By: 
Name: Cecilia Retelle
Title: COO & Co-Founder

CUSTOMER

By: 
Name: DAVID LEHNER
Title: SRVP | CFO