

IDESIGNEDU, LLC

ONLINE EDUCATION SERVICES AGREEMENT

This Online Education Services Agreement ("**Agreement**") is entered into by and between iDesignEDU, LLC, a Texas limited liability company ("**iDesign**"), and the Board of Regents of the University of Nebraska, by and on behalf of University of Nebraska Online Worldwide, a corporate public body ("**NUOW**") as of April 18, 2017 (the "**Effective Date**"). iDesign and NUOW are sometimes referred to in this Agreement each as a "**Party**", and collectively as the "**Parties**."

RECITALS

WHEREAS, NUOW offers undergraduate, graduate, post-graduate and continuing education courses and programs to its students;

WHEREAS, iDesign provides certain services to help universities who offer, or plan to offer, online educational courses to their students, either entirely online or in a blended fashion in conjunction with traditional curriculum delivery; and

WHEREAS, subject to the terms and conditions of this Agreement and as set forth more fully herein, NUOW desires to engage iDesign to provide the Services (as defined below).

NUOW THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follow:

ARTICLE I. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings described in this ARTICLE I or elsewhere in the Agreement.

"**Agreement**" has the meaning set forth in the preamble.

"**Confidential Information**" has the meaning set forth in Section 12.8.

"**Course**" means a unit of study developed or otherwise supported by iDesign pursuant to Exhibit A or a Work Order as part of the Services.

"**Course Materials**" means any materials used to develop a Course, including course content, video, audio, presentations, graphs, tables, special images, grading rubrics, and any other materials necessary for development of a Course.

"**Developed Materials**" means any Intellectual Property, ideas, designs, development tools, concepts or written materials developed by either Party during the Term related to the Services, a Course or Program.

“Effective Date” has the meaning set forth in the preamble.

“Faculty” means any person appointed by NUOW to provide instruction to its students.

“iDesign” has the meaning set forth in the preamble.

“iDesign Developed Materials” means: any Developed Materials that are not NUOW specific, whether arising from or attributed to the Services or activities undertaken as part of this Agreement or not.

“iDesign Materials” means: (a) iDesign Resource Materials; (b) iDesign Developed Materials; and (c) any documentation or other materials associated with the foregoing.

“iDesign Resource Materials” means any materials (including Intellectual Property, Course Materials and Developed Materials), resources and services of iDesign that are not NUOW specific but made available to NUOW when: (a) developing a Course or Program; (b) developing the best practices and quality assurance for online curriculum, instruction and assessment; or (c) otherwise providing the Services.

“Intellectual Property” means any or all of the following and all right, title and interest therein: (a) any computer program, operating system, applications system, firmware, object code, source code or software of any nature; (b) names, corporate names, domain names, fictitious names, trademarks, trademark applications, service marks, service mark applications, trade names, brand names, product names and slogans, and goodwill associated with any of the foregoing; (c) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, confidential or proprietary information, know-how, product rights, technology, technical data, models, algorithms, tools, business process methodologies and all documentation relating to any of the foregoing; (d) patents, and patent applications, and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (e) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (f) websites, and all designs related thereto; (g) databases and data collections (including any normative data and any normative databases) and all rights therein; (h) moral and economic rights of authors and inventors, however denominated; (i) similar or equivalent rights to any of the foregoing and other intangible assets or any nature; (j) goodwill and claims of infringement and misappropriation against third parties; (k) internal systems including computer hardware systems and embedded systems; and (l) all registrations, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.

“LMS” has the meaning set forth in Section 3.1(a).

“Party” and ***“Parties”*** have the meaning set forth in the preamble.

“Program” means a group of Courses (which may include one or more Courses) which is developed by iDesign or otherwise supported by iDesign pursuant to Exhibit A or a Work Order as part of the Services that may lead to a degree or other certification (including any general education, prerequisite or corequisite course otherwise related to the Program).

“Services” has the meaning set forth in Section 2.1.

“NUOW” has the meaning set forth in the preamble.

“NUOW Developed Materials” means: any NUOW specific Developed Materials arising from or attributed to the Services or any of the activities undertaken as part of this Agreement

“NUOW Materials” means: (a) any original lectures, documentation, curriculum and other such materials originally created by NUOW and/or Faculty (including, without limitation, Intellectual Property); (b) NUOW Developed Materials; (c) any Course Materials provided by NUOW; and (d) any NUOW specific Course Materials, templates or prototypes developed by iDesign for NUOW pursuant to this Agreement.

“NUOW Representative” mean the individual designated by NUOW from time to time as the primary point of contact for communications and decisions regarding the Services (as defined herein) and the Parties respective obligations hereunder. The initial NUOW Representative is Mary Niemiec.

“Term” has the meaning set forth in Section 7.1.

“Work Order” shall mean the documents, if any, executed by iDesign and NUOW from time to time that specify additional Services to be provided including any deliverables, specifications and/or acceptance criteria (if applicable), the schedule therefor, the price for completion of the Services, and any other agreements of the Parties.

ARTICLE II. IDESIGN SERVICES AND OBLIGATIONS

2.1 Services. During the Term (as defined below) of this Agreement, iDesign shall have the obligation to provide the services described more fully in Exhibit A, or any subsequent Work Order that may be agreed to from time to time in writing between iDesign and NUOW (the **“Services”**). Each Exhibit and Work Order (and the Services provided thereunder) shall be deemed to incorporate all of the terms and conditions of, and shall be governed by, this Agreement, and on execution shall be deemed a part of this Agreement for all purposes. Each Work Order shall be dated and numbered sequentially as Exhibit A-1, A-2, A-3, etc. (See Form A-1, attached hereto). Upon the expiration of the Initial Term and commencement of the initial five (5) year Success Term, the Work Order attached as Exhibit A-1 shall automatically become effective and binding upon the Parties.

2.2 Protection of Student Information. NUOW has informed iDesign that certain personally identifiable student information (**“Student Information”**) is be protected from disclosure pursuant to the provisions of the Family Educational Rights and Privacy Act (FERPA).

(a) iDesign agrees to hold Student Information in strict confidence. iDesign shall not use or disclose Student Information received from or on behalf of NUOW (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by NUOW. iDesign agrees not to use Student Information for any purpose other than the purpose for which the disclosure was made.

(b) If iDesign is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of NUOW, iDesign will, as soon, as reasonably practical and not in violation of law, deliver to NUOW a copy of such warrant, subpoena, order or request and will not, without NUOW's prior written consent, comply with the same unless and until required to do so under applicable law.

(c) iDesign has no property interest in, and may assert no lien on or right to withhold from NUOW, any data it receives from, receives addressed too, or stores on behalf of NUOW.

(d) Upon termination, cancellation, expiration or other conclusion of the Agreement, iDesign shall return all Student Information to NUOW or, if return is not feasible, destroy any and all Student Information. If iDesign destroys the information, iDesign shall provide NUOW with a certificate confirming the date of destruction of the data.

(e) iDesign shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of NUOW or its students. iDesign shall impose these measures on all subcontractors used by iDesign.

ARTICLE III. NUOW OBLIGATIONS

3.1 During the Term, NUOW shall have the following obligations unless expressly modified pursuant to a Work Order:

(a) **General NUOW Obligations.** NUOW shall be solely responsible for: (i) appointment of Faculty to develop and facilitate courses; (ii) admission of Students; (iii) delivery of each Course and/or Program; (iv) evaluation of Student performance; (v) decisions to award course credit and/or academic credentialing; and (vi) defining academic policies.

(b) **Assistance with LMS.** NUOW shall provide iDesign access to its Learning Management System ("**LMS**"). iDesign will utilize essential data from the LMS to, among other things: (i) create course template prototypes; (ii) assist Faculty with curriculum development; (iii) create course content; (iv) develop Courses; and (v) perform quality assurance reviews.

(c) **Regulatory Approvals, Accreditations, and Licenses.** NUOW shall determine and obtain all necessary regulatory approvals and licenses for each Course and/or Program (as applicable), including, without limitation, any necessary authorizations for distance learning programs.

(d) **Financial/Business Oversight.** NUOW shall oversee the financial management of each Course and Program.

(e) **Course Materials.** NUOW shall provide all Course Materials in native electronic format, and in a timely manner.

(f) **Hosting and Backup.** NUOW shall be responsible for hosting and backup of any websites, landing pages, Courses and associated data.

(g) **Technical Support.** NUOW shall be responsible for all ongoing technical support related to Courses following final Course development signoff.

(h) **NUOW Representative.** NUOW shall appoint, from time to time, the NUOW Representative.

(i) **Payment.** NUOW agrees to pay iDesign for the Services and in accordance with the pricing schedule set forth in Exhibit A and any subsequent Work Order. Unless otherwise provided herein or in an applicable Work Order, invoices will be sent on a monthly basis to NUOW's address provided herein and shall be due fifteen (15) days from the date of such invoice. In the event of any dispute regarding an invoice, NUOW agrees to nevertheless pay the undisputed portion of the invoice on a timely basis. In any action or proceeding brought in connection with collecting invoice(s), the prevailing Party shall be entitled to recover its court costs and actual attorney's fees.

(j) **Non-Solicitation and Non-Disclosure.** During the Term and the 24-month period immediately following the expiration of the Term, NUOW shall not: (1) directly or indirectly (a) solicit or induce, or attempt to solicit or induce, any person to terminate any employment, contractual or consulting relationship with iDesign; or (b) employ or otherwise attempt to establish any employment or business relationship with any person who is or was employed or otherwise retained by iDesign (including any independent contractor or consultant) at any time during the 24-month period immediately following the expiration of the Term; or (2) disclose this Agreement or its contents to any third parties (other than its legal or other advisors), unless iDesign has given its written consent to such disclosure, or if required to do so by law.

(k) **Good Faith Negotiation.** If, during the Term, NUOW considers engaging a third-party service provider to provide any services similar to any of the Services described herein, NUOW agrees to first engage in good faith negotiations with iDesign to reach an agreement (whether in the form of an amendment to this Agreement or otherwise) pursuant to which iDesign will provide substantially similar services upon terms mutually satisfactory to the Parties.

ARTICLE IV. LICENSE GRANTS BY IDESIGN

4.1 **iDesign Materials.** During the Term, iDesign grants NUOW a limited, non-exclusive, worldwide license to use and modify the iDesign Materials for the specific and limited purpose of developing each Course.

4.2 **Trademarks.** During the Term, iDesign grants NUOW a limited, nonexclusive, worldwide license to use such iDesign trademarks, as are designated in writing by iDesign, for the

specific and limited purpose of publicly marketing and promoting the Course and Program. Exhibit B lists the initial iDesign trademarks that may be used per this Section.

ARTICLE V. LICENSE GRANTS BY NUOW

5.1 **NUOW Materials.** During the Term, NUOW grants iDesign a limited, non-exclusive, worldwide license to use and modify NUOW Materials for the specific and limited purpose of developing each Course and Program.

5.2

ARTICLE VI. OWNERSHIP; PUBLICITY

6.1 **Ownership of NUOW Materials.** NUOW retains all ownership and rights in the NUOW Materials.

6.2 **Ownership of iDesign Materials.** iDesign retains all ownership and rights in the iDesign Materials.

6.3 **Publicity.** Either Party desiring to issue a news release, public announcement, or other form of publicity concerning this Agreement shall first obtain the prior written approval of the other Party.

ARTICLE VII. TERM

7.1 **Term.** The initial term of this Agreement shall be seven (7) years from the Effective Date (the “*Initial Term*”) and shall automatically renew for successive seven (7) year terms, (each a “*Successive Term*” and together with the Initial Term, the “*Term*”) unless either Party provides written notice at least 180 days prior to the end of such Initial or Successive Term or this Agreement is terminated sooner pursuant to Section 11.1. Notwithstanding the foregoing, the Term shall be automatically extended for seven (7) years from the effective date of any amendment to this Agreement or any subsequent Work Order and all terms and conditions of this Agreement shall remain in effect for the duration thereof.

ARTICLE VIII. INDEMNIFICATION

8.1 **Indemnification By iDesign.** iDesign shall defend, indemnify and hold harmless NUOW, to the extent permitted by law, against a third-party claim that any iDesign Materials infringe upon such third party’s copyright(s), provided that: (a) NUOW notifies iDesign in writing within thirty (30) days of the claim; (b) iDesign has sole control of the defense and all related settlement negotiations; and (c) NUOW provides iDesign with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by NUOW in providing such assistance shall be reimbursed by iDesign.

8.2 Indemnification By NUOW. NUOW shall defend, indemnify and hold harmless iDesign, to the extent permitted by law, against a third-party claim that any NUOW Materials infringe upon such third party's Intellectual Property rights, provided that: (a) iDesign notifies NUOW in writing within 30 days of the claim; (b) NUOW has sole control of the defense and all related settlement negotiations; and (c) iDesign provides NUOW with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by iDesign in providing such assistance shall be reimbursed by NUOW.

ARTICLE IX. LIMITATION OF LIABILITY

EXCEPT WITH REGARD TO THIRD-PARTY CLAIMS BROUGHT PURSUANT TO ARTICLE VIII, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

ARTICLE X. WARRANTIES

10.1 Authority. Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.

10.2 Ownership by iDesign. iDesign warrants that it is the sole and exclusive owner of all iDesign Resource Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such iDesign Resource Materials, and that, to the best of its knowledge, such iDesign Resource Materials do not infringe any third-party rights. In the event that some or all of the iDesign Resource Materials is held or is believed by iDesign to infringe third party rights, iDesign shall have the option, at its expense and without being in breach of this Agreement to: (a) modify the iDesign Resource Materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the iDesign Resource Materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then iDesign may require NUOW to return the infringing iDesign Resource Materials and all rights thereto to iDesign.

10.3 Ownership by NUOW. NUOW warrants that it is the sole and exclusive owner of all NUOW Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such NUOW Materials, and that, to the best of its knowledge, such NUOW Materials do not infringe any third-party rights.

ARTICLE XI. TERMINATION

11.1 Material Breach. If either Party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after the non-breaching Party provides the breaching Party written notice describing such breach in reasonable detail, the non-breaching Party may terminate this Agreement.

11.2 NUOW Obligations. Upon expiration or termination of this Agreement, NUOW shall cease all use of iDesign Materials and return any such material in its possession to iDesign.

11.3 iDesign's Obligations. Upon expiration or termination of this Agreement, iDesign shall cease all use of NUOW Materials and return any such material in its possession to NUOW, provided that iDesign shall have the right to continue to use the NUOW trademarks set forth in Exhibit C solely for the purpose of publicly marketing and promoting iDesign's services (e.g., on iDesign's marketing materials and websites).

ARTICLE XII. GENERAL

12.1 Relationship Between the Parties. iDesign is an independent contractor and shall be solely responsible for payment of all compensation owed to its contractors and employees, as well as employment related taxes. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

12.2 Governing Law; Arbitration. This Agreement and the rights and obligations of the Parties hereto shall be governed, construed, and enforced in accordance with the laws of the State of Nebraska, without reference to the conflict of law principles of any jurisdiction. The parties hereto agree that the sole and exclusive jurisdiction (and venue, as applicable) for any litigation arising from or relating to this Agreement or the subject matter hereof shall be an appropriate federal or state court located in Nebraska

12.3 Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing and given by: (a) deposit in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; (b) delivery in person, by courier service, or by overnight delivery service; (c) facsimile; or (d) by electronic mail. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed, in the case of notices delivered by hand, courier service, overnight delivery service, or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of the courier service or overnight delivery service being proof of delivery), in the case of electronic mail, upon receipt, or at such time as delivery is refused by the addressee upon presentation. Any Party may change its address for notice by written notice given to the other Parties hereto. For purposes of notice, the information for each Party is:

If to iDesign:

iDesignEDU, LLC
Attention: Paxton Riter, President and CEO
800 Jackson Street, Suite 384
Dallas, TX 75202
Email: paxton.riter@idesignedu.org

With copy which shall not constitute notice to:

Gardere Wynne Sewell, LLP
Attn: Glenn Singleton
1601 Elm Street
Suite 3000
Dallas, TX 75201
Fax No. 214-999-3646
Email: gsingleton@gardere.com

If to NUOW:

University of Nebraska Online Worldwide
Attn: Mary Niemiec
3835 Holdrege Street
Lincoln, NE 68583
Email: mniemiec@nebraska.edu

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

12.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

12.5 Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has accrued.

12.6 Headings. The headings appearing in this Agreement are inserted for convenience only, and shall not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, (including counterparts transmitted by facsimile or portable document format), each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

12.8 Confidential Information. Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information (including, without limitation, Intellectual Property) of the other Party which is designated, or in the exercise of reasonable judgment should be recognized by such receiving Party as, confidential ("**Confidential Information**"). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than

the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order, statute or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

12.9 Force Majeure. Neither Party shall be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party.

12.10 Entire Agreement. This Agreement, together with any documents referred to herein, constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein. No variation of this Agreement or of any of the documents referred to herein shall be valid unless it is in writing and signed by, or on behalf of, each of the Parties.

12.11 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any attempted assignment without such consent shall be void; provided however, that iDesign may assign this Agreement to an affiliate, subsidiary or a successor (by merger or operation of law) or in connection with the sale of its assets, equity or any change in control.

12.12 Fees, Costs, and Expenses. Except as otherwise set forth herein, all fees, costs, and expenses incurred in connection hereto shall be paid by the Party incurring such fees, costs, and expenses.

12.13 Survivability. Sections 3.1(h), (j), and (k) and the following Articles shall survive the expiration or termination of this Agreement: V, VI, VII, VIII, IX, X, XI and XII.

12.14 Nebraska Taxpayer Transparency Act. 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 iDesign to notify NUOW of any requested redactions to the Agreement under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

12.15 Neither iDesign nor NUOW shall discriminate against any employee, applicant or student because of race, age, color, disability, religion, sex, national or ethnic origin, marital status, genetic information, sexual orientation, political affiliation, Vietnam-era veteran status, or special disabled Veteran status. Sexual harassment in any form, including hostile environment and quid pro quo, is prohibited.

[Signature Page Follows]

In witness whereof, the Parties have caused this Agreement to be executed and entered into by their respective duly authorized representatives as of the Effective Date.

IDESIGNEDU, LLC

Signature:



Name: Paxton Riter

Title: President and CEO

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, BY AND
ON BEHALF OF UNIVERSITY OF
NEBRASKA ONLINE WORLDWIDE**

Signature



Name: David Lechner

Title: Sr. Vice President / CFO

EXHIBIT A-1

Work Order

This work order ("**Work Order**") is entered into pursuant to, and shall be governed by, that certain Online Education Services Agreement entered into by and between iDesignEDU, LLC, a Texas limited liability company ("**iDesign**"), and the Board of Regents of the University of Nebraska, by and on behalf of University of Nebraska Online Worldwide ("**NUOW**") dated April 18, 2017 (the "**Agreement**"), the terms of which are incorporated herein. iDesign and NUOW are sometimes referred to in this Agreement each as a "**Party**", and collectively as the "**Parties**."

WHEREAS, iDesign and NUOW desire to execute this Work Order to set forth certain Services to be provided by iDesign pursuant to the terms of the Agreement and this Work Order;

NUOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Instructional Design and Development Services ("**IDD Services**")

a. General Description of IDD Services. iDesign shall:

- i. Provide a team of instructional designers to work with University and Faculty;

If, at any time, University determines in its sole discretion, that an instructional designer is unsuited to continue in such role, it shall so advise iDesign and iDesign shall remove such instructional designer, and if requested by University, provide a replacement instructional designer.

Notwithstanding the foregoing, iDesign shall retain the right, at its sole discretion, to schedule, assign, or replace any instructional designer with another instructional designer of equal ability.

- ii. Build Course template and prototype in coordination with University;
- iii. Design, develop and produce Courses in coordination with Faculty;
- iv. Provide quality assurance of each Course;
- v. Commit and adhere to mutually-agreed timeframe for development of each Course; and
- vi. Provide any additional IDD Services agreed to in writing by the Parties.

b. IDD Services Scope of Work. iDesign shall:

- i. Design, develop and produce one (1) Course with input from Faculty member and/or subject-matter experts.
- ii. Does not include video editing and post-production services, which may be incorporated into this project in a subsequent work order.

c. Pricing and Payment Terms.

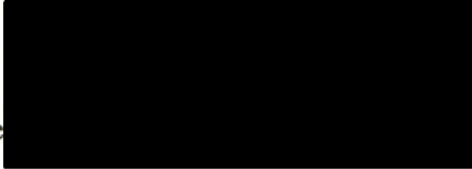
- i. \$35,000 per Course payable as follows: (A) 75% is due prior to the Faculty launch meeting, and (B) 25% is due within fifteen (15) days of final Course development signoff by the applicable Faculty and University Representative, which shall not be unreasonably withheld.

[Signature Page Follows]

In witness whereof, the Parties have caused this Agreement to be executed and entered into by their respective duly authorized representatives as of the Effective Date.

IDESIGNEDU, LLC

Signature



Name: Paxton Riter

Title: President and CEO

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, BY AND
ON BEHALF OF UNIVERSITY OF
NEBRASKA ONLINE WORLDWIDE**

Signature:



Name: David Lechner

Title: Sr. Vice President / CFO

EXHIBIT B

(iDesign Trademarks)



EXHIBIT C

(NUOW Trademarks)

1. _____