

**Master Services and License Agreement  
Between  
Barton County Community College  
and  
eCollege.com**

Barton County Community College (“**Customer**”) and eCollege.com<sup>(SM)</sup>, a Delaware corporation (“**eCollege**”) enter into this Master Services and License Agreement (the “**Agreement**”) as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**1) Products and Services**

Subject to the terms and conditions set forth in this Agreement, eCollege agrees to provide the products and perform the services described in the Exhibits hereto as requested by Customer (“**Products and Services**”). eCollege reserves the right, from time to time, to add, change or discontinue any of its Products or Services.

**2) Statement of Work**

Additional Products and Services may be purchased pursuant to a Statement of Work. “**Statement of Work**” means the standard eCollege form that is signed by both Parties and sets forth the Products or Services, deliverables and pricing for the Products or Services ordered by Customer. A sample Statement of Work is attached hereto as Exhibit Number 6.

**3) Ownership of Customer Information**

Customer shall retain ownership of all rights whatsoever in the Customer information, materials and intellectual property provided to eCollege. All such information, materials and intellectual property are the exclusive and proprietary property of Customer. eCollege shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within the Customer information, materials and intellectual property. eCollege shall use its best efforts to prevent any violation of Customer’s intellectual property rights and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Customer information and materials except as provided herein.

**4) Grant of License and Ownership of eCollege System**

License Terms. eCollege hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the eCollege System during the term of this Agreement. All such access and use of

the eCollege System shall be subject to the terms and conditions hereof.

Location of the eCollege System. Notwithstanding Paragraph 4) License Terms, Customer shall not have direct access to any code to the eCollege System. At all times during the term of this Agreement, the eCollege System shall be located on eCollege’s servers and shall remain under the exclusive control of eCollege. Customer shall have no right to modify the eCollege System.

Ownership. eCollege shall retain ownership of all rights whatsoever in the eCollege System<sup>(SM)</sup>, CampusPortal<sup>(SM)</sup>, eCollege Gateway<sup>(SM)</sup>, eCollege Portal-Teaching Package<sup>(SM)</sup>, On-Campus Solutions<sup>(SM)</sup>, Portal-Teaching Package<sup>(SM)</sup>, Teaching Package<sup>(SM)</sup>, eCollege eCourse<sup>(SM)</sup>, eCompanion<sup>(SM)</sup> and eToolKit<sup>(SM)</sup> (the “eCollege Products”) including all updates, reproductions and corrections thereof and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and intellectual property, including but not limited to, source code, programming code, software license, and joint software development agreements, corporate identifying graphics and marketing strategies. Customer shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within the eCollege System. Customer shall use its best efforts to prevent any violation of eCollege’s intellectual property rights in the eCollege System, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the eCollege System except as provided herein.

Sub-license or Assignment of Rights. Customer shall have no right to sublicense or assign its rights with respect to the eCollege System without the written permission of eCollege.

**5) Access to the eCollege System**

Customer shall have the right to access portions of the eCollege System serving Customer, subject to the terms of this Agreement.

## **6) System Availability**

eCollege shall use commercially reasonable efforts to maintain operation of the eCollege System on a 24-hours per day, 365 days per year basis. From time to time, however, and as may be necessary to maintain the proper operation of the eCollege System, eCollege may take its servers down for repairs, upgrades or routine maintenance. eCollege will use commercially reasonable efforts to minimize the impact of such operations.

Critical One Site Fixes. Reported site problems of a critical nature preventing Customer's use of the eCollege System provided pursuant to this Agreement shall be repaired within 24 hours of receipt of a written report received by eCollege or if not within 24 hours, as soon as commercially reasonable. eCollege shall commence site repair work immediately upon receipt of notice, and shall continue site repair work until the site is in full working order.

Critical Two Site Fixes. Reported site problems of a nature limiting Customer's use of the Products or Services provided pursuant to this Agreement shall be repaired within three (3) business days of receipt of a written report received by eCollege or if not within three (3) business days, as soon as commercially reasonable. eCollege shall commence site repair work as soon as commercially reasonable, and shall continue site repair work until the site is in full working order.

Non-critical Site Fixes. Reported site fixes of typographical errors and other non-critical, incorrect information in the site will be made within ten (10) business days of receipt of a written report received by eCollege from Customer or if not within ten (10) business days, as soon as commercially reasonable.

## **7) Domain Name**

eCollege, with the assistance of Customer, will attempt to secure a domain name from InterNIC or a comparable domain-name distributor, with eCollege as the billing, administrative, technical and zone contacts. Any rights granted eCollege for such domain name shall be assigned in full to Customer if this Agreement expires or is terminated due to a material breach by eCollege. All fees to purchase and maintain a domain name shall be paid by Customer.

## **8) Marketing and Promotion**

Customer will permit eCollege, at eCollege's sole expense to: (i) use Customer's name or logo for its advertising purposes, upon prior written approval of Customer; (ii) place eCollege's logo on Customer's Gateway; and (iii) list Customer as a customer of eCollege.

## **9.) Surveys by eCollege**

eCollege shall have the right to conduct student, faculty and staff surveys of the eCollege System and eCollege Products and Services, via the eCollege System. The results of these surveys shall belong exclusively to eCollege.

## **10) Travel Expenses**

All fees shown in this Agreement and any Appendices or Addenda to this Agreement are exclusive of eCollege's travel related expenses. Customer agrees to reimburse eCollege for all of its actual, reasonable travel and out-of-pocket expenses incurred by eCollege with respect to any on-site services, including Gateway setup. Travel and estimated expenses shall be pre-approved by Customer and are payable within thirty (30) days of invoice date.

## **11) Term and Termination**

Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall be for a three (3) year period. The term of the Agreement shall be renewed automatically for successive periods of one (1) year each (a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless eCollege provides Customer, or Customer provides eCollege, with a written notice to the contrary at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

Termination. This Agreement may be terminated by either Party if the other is in material breach of any provision of this Agreement, but only after written notice of default and opportunity to cure has been given to the breaching Party. Nonpayment of invoices shall be a material breach. The notice of default must provide for an opportunity to cure of at least thirty (30) days following receipt of notice. If the Party receiving the notice has not cured the breach before the cure date stated in the notice then the Party giving notice may terminate this Agreement by giving the breaching Party written notice of termination, which will be effective upon delivery.

## 12) Fees

Current pricing for eCollege Products and Services is set forth in the Exhibits attached hereto. Services provided by eCollege to Customer shall be provided at eCollege's current standard hourly rates, which may be amended from time to time.

## 13) Invoices; Late Fees; Interest

eCollege shall invoice Customer for Products and Services rendered plus expenses, if any. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest at the rate of 18% per annum beginning 60 days after the date of the invoice.

If Customer fails to pay invoices within sixty (60) days after the date of the invoice, eCollege may, after providing seven (7) days written notice to Customer, suspend the provision of products and services, including turning off Customer's Campus Portal, Gateway Campus or other products offered on the eCollege System.

Unless hereinafter changed by written notice to eCollege, invoices and notice regarding invoices to Customer shall be delivered or mailed to:

Barton County Community College  
Attn: Dr. Veldon Law  
President

245 NE 30<sup>th</sup> Road  
Great Bend, KS 67530

Tel: 1-316-792-9301  
Fax: 1-316-792-5624

## 14) eCollege Warranties and Representations

Delivery. eCollege represents and warrants that it has the full right to deliver to Customer the eCollege System, and that upon execution of this Agreement, Customer shall have the license and rights granted herein to use the same free from any liens, claims, charges or encumbrances.

Functionality. eCollege represents and warrants that it will use its best efforts to make the eCollege System function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the Parties acknowledge that the technology employed has limitations beyond the control of eCollege.

Intellectual Property. eCollege represents and warrants that neither eCollege, in connection with performing the Services, nor the eCollege System will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. eCollege further warrants that it will not knowingly use any trade secrets of confidential or proprietary information owned by any third party in performing the Services or in providing the Products under this Agreement.

Qualification. eCollege represents that it is qualified to render the Products and Services described above, and that any individual associated with eCollege for the purpose of performing this Agreement is likewise qualified.

## Customer Warranties and Representations

Customer represents and warrants to eCollege that in performing its obligations under this Agreement, or by providing any information or materials to eCollege, Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid assignment agreements with any of its employees, subcontractors or other third parties who may have developed and/or provided material provided by Customer to eCollege.

## Limited Liability

THE eCollege System, AND PRODUCTS AND SERVICES LICENSED HEREUNDER ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. eCollege's MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID UNDER THIS AGREEMENT. eCollege WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

No action, regardless of form, arising under this Agreement may be brought by either Party more than one year after the earlier of (1) the facts supporting the cause of action become known to the claimant, or

(2) the date of Customer's acceptance of the Products or Services provided hereunder, except that an action for non-payment may be brought without any limitation on time.

## 17) FERPA

eCollege warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

## 18) Liaison

Each Party shall appoint a principal liaison responsible for working with the other Party in performance of this Agreement.

### Confidentiality

During the term of this Agreement, a party ("**Receiving Party**") may come in contact with information of the other ("**Disclosing Party**") of a sensitive or proprietary nature ("**Confidential Information**"). Confidential Information shall include all such information clearly marked as proprietary or confidential, or, if disclosed orally is indicated as confidential prior to disclosure. The Parties represent that during the term of this Agreement and for a period of one year after termination of this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party.

Such Confidential Information shall not include information which: i) is or becomes publicly known or available to the Receiving Party at or after the time of disclosure through no wrongful act of the Receiving Party; ii) is in the possession of or known to the Receiving Party at the time of disclosure; iii) is rightfully obtained by the Receiving Party from a third party; iv) is independently developed by the Receiving Party; v) is disclosed pursuant to the requirement or request of a governmental agency or disclosure is required by operation of law.

eCollege's Confidential Information, includes, but is not limited to, the eCollege System, eCollege CampusPortal, eCollege Gateway, eCollege eCourse, eCompanion and eToolKit and any modification thereto.

## 20) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice to eCollege, any notice to Customer, other than invoices and notice with respect to invoic-

es, shall be delivered or mailed to:

Barton County Community College  
Attn: Michael Weltsch  
Executive Director  
Building 217  
Fort Riley, KS 66442

Tel: 1-316-792-9301  
Fax: 1-316-792-5624

Notice to eCollege. And unless hereinafter changed by written notice to Customer, any notice to eCollege shall be delivered or mailed to:

eCollege  
Attn: CEO  
10200 East Girard Ave., Building A  
Denver, CO 80231  
Tel: 1-303-873-7400  
Fax: 1-303-873-7449

## 21) Default of Obligations

Neither Party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party.

## 22) Defense in the Event of a Lawsuit

eCollege, at its own expense, will defend any suit which may be brought against Customer for the knowing infringement of patent(s), copyright(s) or trade secret(s) based upon the eCollege System and in such suit will satisfy any final award for any infringement. Customer, at its own expense, will defend any suit which may be brought against eCollege for the knowing infringement of patent(s), copyright(s) or trade secret(s) based upon the Customer Content and in such suit will satisfy any final award for any infringement. This is upon the condition that each Party shall give the other Party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expense shall be incurred for the account of the other Party without its written consent.

**23) Dispute Resolution & Mediation**

In the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the Parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between eCollege's CEO or other designated representative and Customer's CEO or other designated representative. If the Parties do not reach a solution through mediation within a period of thirty (30) days, then upon notice by either Party to the other, the Dispute shall be finally determined and settled by arbitration.

The Parties may choose an arbitrator and rules of arbitration by mutual agreement. The powers of the arbitrator shall include the granting of injunctive relief. The Parties agree to permit reasonable discovery proceedings as determined by the arbitrator.

The Parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty), incidental or consequential damages.

The arbitrator shall award all costs of the arbitration, including arbitrator's fees, arbitration filing fees, travel costs of witnesses, costs of depositions and reasonable attorney fees to the substantially prevailing Party; provided, however, that the arbitrator's award for the costs of the arbitration shall not exceed the actual amount paid by the substantially prevailing Party to the American Arbitration Association, plus \$20,000.

The Parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

**24) Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and affiliates.

**25) Entire Agreement**

This Agreement (including the Exhibits) and the Second Addendum to Agreement between Barton County Community College and eCollege dated August 15, 2002, which is hereby incorporated by reference, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to such subject matter.

**26) Severability**

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the Parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

**27) Waiver**

A provision of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day first above written.

eCollege.com

Barton County Community College

By: \_\_\_\_\_  
Oakleigh Thorne, CEO

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit Number 1 eCollege Products**

- 1) **Gateway.** A website housed on eCollege servers which serves as a portal for students to access Customer's services and online courses (the "**Customer Gateway**"). Customer's Gateway includes the features set forth below, as requested by Customer. Features are subject to change.

### **Standard Gateway Features:**

- Institution Unique Domain (URL) – a unique top-level domain for Customer's online program
- Customizable Look and Feel – customized colors, logo and font
- Welcome Page – customizable welcome messages to introduce Customer's program
- Login with Password Finder – to help users get their password information
- Technical Requirements and Browser Update Wizard – to help users configure their browsers
- eLearning Student Self-Assessment – to assess interest in online courses
- Templated Student Inquiry Form with Auto-Reply Message – allows students to inquire about the eLearning program and generates an auto-response
- Personalized Course Access Page – gives users a personalized interaction, displaying their name, date, time and appropriate links to course websites
- Course and User Maintenance for Administrators – course, user and campus management capabilities required to manage an eLearning program
- Administrative Message Center for System-Wide Broadcast Messages – communicate information to users
- Online Help Pages for Quick Answers to Common Issues – online information and support is available from most course and campus pages
- Detailed Campus, Course and Student Level Administrative Reporting – a variety of reports detailing online activity
- Four options to choose from for managing eLearning programs, including support for Multiple Programs, Departments or Campuses, to give the administration a central login and global reporting. Custom structures are available for an additional fee
- Access to Online Bookstore – display forms and/or links to Customer's existing bookstore or contract with national booksellers
- Access to Online Library – link to the existing library content on Customer's website or include unique online resources such as online databases or librarian email information
- Ethics Agreement – ensures that users understand that behavior in the eLearning program is governed by the same principles as the rest of Customer's institution
- Copyright – Customizable at Customer-level, copyright statement on campus and course pages
- Course Enrollment – student information can be entered into the eCollege database manually through the admin pages or automatically through a data exchange
- Support for Custom Term Dates – eLearning programs are organized by institution-specific terms, commonly semesters

### **Premium Gateway Features (all of the above features, plus):**

- Streaming Audio and Video Introductions – communication through streaming audio and video
- Interactive Course Catalog – allows students to learn about available courses and the faculty who teach them
- Online Admissions Forms and Data Transfer – online admissions forms and collection of data
- Program Information Pages with Forms and Links – (design chosen by Customer from four unique eCollege templates) give detailed information on the Customer's program with financial aid and tuition information; forms and links; academic advising information; and career development resources
- Demo Course (developed by eCollege) – introduce prospective students to eLearning with an interactive demo
- Campus Author – allowing customer to input or modify the text and hyperlink content of Customer's site on a 24x7 basis using this web editing tool

**2) Registration.** Customer's Gateway includes an online templated Registration. Templated Registration includes the following features:

- Customer courses, terms and schedules - students can select the courses in which they would like to register
- Forms to collect information - capture demographic information for successful student registration including, first name, last name, email address, login ID, password and telephone number
- Configure and develop online payment method for tuition and fees - students registering online have a variety of payment options; including option to setup a secure transaction process for paying online by either credit card or check
- Customizable notification of successful registration - on-screen response indicating that students have successfully registered for their course; automatic email generated notifying the student that they have registered and giving further instructions
- Export data to Student Information System - various ways to transfer student registration information to Customer's SIS database

### **3) Online Courses**

- a.) Courseware. The term "**Courseware**" shall mean any combination of the eCollege System and Customer Course Content. Courseware shall include eCourse Credit Online Courses, eCompanion Online Courses, and eCourse Non-Credit Online Courses as defined below.
- i) The term "**eCourse Credit Online Course**" shall mean Courseware delivered through the eCollege System in a given Online Course Period where the student typically receives academic credit.
- ii) The term "**eCompanion Online Course**" shall mean Courseware supplementing a Customer on-campus course, where the course is delivered on campus through a lecture or seminar format and is supplemented by online components delivered through the eCollege System, and where the student receives academic credit. For all eCompanion Online Courses Customer shall enroll (or deliver to eCollege enrollment files in an acceptable format) and pay for each and every student enrolled in the on-campus course in a given Online Course Period. A course will only be deemed an eCompanion Online Course if it is strictly supplemental to the on-campus course and does not replace any in-class time for students or faculty.
- iii) The term "**eCourse Non-Credit Online Course**" shall mean Courseware that is delivered through the eCollege System for training, professional development or continuing education units, and where the student typically does not receive academic credit.
- b) Courseware Features. eCourse and eCompanion Online Courses include the following features:
- Online syllabus
  - Customized homepage
  - Courseware policies and procedures
  - Courseware learning objectives and requirements
  - Opportunities to incorporate self-directed learning exercises and independent study
  - Email to professor, whole class, small groups or individual students
  - Capability for small and large group collaboration
  - Audio and video introduction from professor
  - Audio and video lectures for each week
  - Threaded discussion and Web conferencing for each week
  - Text-based lecture and lecture notes for each week
  - Customized Webliography(SM) – providing direct links to other sites on the Internet
  - Live online classrooms for group projects, individual counseling or testing
  - Online multiple choice, matching and true/false testing, essay, fill in the blank, short answer exams
  - Customized message center for easy communications
  - Web pages with streaming audio
  - Graphical and pictorial material



- Supplemental readings and other materials as required by the nature of the course
  - Document sharing
  - Site security protecting data from external interference during transactions between eCollege, Customer and Customer's authorized users
  - Journal allowing student content to be reviewed and edited by professors
- c) Customer Course Content. The term "**Customer Course Content**" shall mean anything set forth as part of the Courseware, including but not limited to intellectual content, graphics provided by Customer, graphical and pictorial material, text-based lectures and weekly lecture notes, supplemental readings and other materials as required by the nature of the course, and all by-products generated through the interactions between students and between students and faculty. Customer Course Content shall be delivered to eCollege in electronic format, and may include, but not be limited to, course text, audio lectures on standard audio cassette tapes, videos on S-VHS or DV Video tape, tests and answer keys, graphics, work problems and answers, and an instructor biography and photograph and/or video and/or audio introduction. Customer Course Content shall not include the eCollege System.
- d) Use of Customer Course Content by eCollege. Customer grants to eCollege a limited, nonexclusive license during the term of this Agreement to copy, transmit, use and prepare derivative works of Customer Course Content to the extent necessary for eCollege to perform its obligations under this Agreement. This license cannot be assigned or sublicensed by eCollege nor shall it be construed to permit eCollege to use Customer Course Content for any purpose, even if expressed in Courseware, except as expressly permitted by this Agreement. This license will expire upon the termination of this Agreement for any reason.
- e) Course Development Order Forms. Customer may request course development services pursuant to the Course Development Order Form attached hereto. eCollege's obligation to develop Courseware ordered pursuant to the Course Development Order Form will terminate at the earlier of:
- i) Customer's sign off approving the Courseware; or
  - ii) At the end of the first Online Course Period that the Courseware is delivered; or
  - iii) Six months from the date of the Course Development Order Form.
- f) Submission of Customer Course Content. For Courseware built by eCollege, unless otherwise agreed to between the Parties, the schedule for the submission of Course Content shall be as follows:
- i) Within 75 days of the start of the Online Course Period or start date of the Courseware 20% of each course in final form being created for a particular Online Course Period; or 20% of the total number of new courses in final form;
  - ii) Within 45 days of the start of the Online Course Period or start date of the Courseware 60% of each course in final form being created for a particular Online Course Period; or 60% of the total number of new courses in final form; and
  - iii) Within 30 days of the start of the Online Course Period or start date of the Courseware 100% of each course in final form being created for a particular Online Course Period; or 100% of the total number of new courses in final form.
- g) Schedule for Conversion of Customer Course Content Built by eCollege. For Courseware built by eCollege, subject to full cooperation by Customer professors, faculty and staff with the requirements set forth in this Agreement and subject to the Paragraph below, upon receipt of Customer's Course Content in an electronic form, convertible for use on the Internet, eCollege will convert such material into Courseware and will make it available for review by the faculty member and department in accordance with the following schedule:
- i) Text and graphics will be available for review fifteen (15) business days from the date of receipt of the Customer Course Content;

- ii) Audio and video material will be made available for review within thirty (30) business days from the receipt of the Customer Course Content.
- iii) Application of Delivery Schedule. The schedule listed in the Paragraph above shall apply only if the Courseware is being offered in the next regularly scheduled Online Course Period. If the Courseware is not scheduled in the next Online Course Period, eCollege will make the Courseware available for review within forty-five (45) business days of receipt of the Customer Course Content.

4) **eCourseEvaluation.** eCourseEvaluation is a fully hosted Internet-based application that fulfills an institution's course evaluation setup, administration, reporting and dissemination needs. Instead of using scannable forms and #2 pencils, respondents log into a secure website and complete questionnaires. Upon completion of the survey period, reports and raw data are available online and on-demand through a secure login.

a) eCourseEvaluation Features. eCourseEvaluation includes the following features:

- 24x7 access and control of your course evaluation activities.
- The ability for administrators to author and deploy an *unlimited* number of course evaluations.
- Real time access to reports and data files.
- Robust reporting functionality, which includes more than 9 report types.
- Seven question types allowing flexibility in how survey questions can be asked.
- With the survey building and delivery tools users can easily setup and deploy their own customized questionnaires.
- Users do not need any HTML experience in order to create and deliver high-quality surveys.
- Seven different question types for surveys: Single Selection Radio Button, Multiple Selection Check Box, Long Answer, Matrix Question, Single Selection List Box, Multiple Selection List Box, and Short Answer

## 5) Academic Services

- a) iSupport. iSupport is phone and/or email support licensed to a single faculty member, ("**Named Faculty**") for a duration of time. The license allows a Named Faculty member to contact the Course Development, Instructional Multimedia, and Instructional Design teams at eCollege for informational consulting relating to the design, development and teaching methodologies of their individual course within the eCollege platform. *Hands-on course building services by eCollege can be purchased in hourly "blocks" for an additional fee.* Hours of operation for iSupport are: Sunday – Thursday: 7:00 a.m. – 7:00 p.m. Mountain Time, and Friday – Saturday: 8:00 a.m. – 5:00 p.m Mountain Time. iSupport can be accessed via phone or via email.
- b) Faculty Course Development Bundles. Faculty Course Development Bundles are bundles of Course Development, Instructional Multimedia, and Instructional Design for designing and developing Courseware within the eCollege platform. This offering includes expert advice on eLearning/eTeaching theory as well as on the eCollege course design/development processes and technology; Faculty Course Development Bundles also include a single iSupport license (1 Named Faculty member).
- c) Enterprise Course development bundles. Enterprise Course Development Bundles include the same services as Faculty Course Development Bundles, but are purchased at an enterprise level. This service includes larger blocks of Course Development time, and multiple iSupport licenses.
- d) Course Development Add-Ons. Course Development Add-Ons are additional hours of Course Development, Instructional Multimedia, and Instructional Design for designing and developing courseware within the eCollege platform, where Customer has an existing iSupport license.
- e) Pricing. Pricing for the foregoing Academic Services Offers is set forth in Exhibit Number 2.

**Exhibit Number 2  
eCollege Current Pricing**

**Premium Gateway**

<b>Premium Gateway Annual License, Hosting &amp; Maintenance</b> (up to 20 hours annually)	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	\$8,000	\$8,000	\$8,000
<b>TOTAL</b>	<b>\$8,000</b>	<b>\$8,000</b>	<b>\$8,000</b>

**Registration**

<b>Registration Maintenance</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	\$1,000	\$1,000	\$1,000
<b>TOTAL</b>	<b>waived</b>	<b>waived</b>	<b>waived</b>

*Year 1 fees are due upon execution of this Agreement.  
Year 2 fees are due one (1) year from execution of this Agreement.  
Year 3 fees are due two (2) years from execution of this Agreement.*

**eCollege Course Design and Development Pricing.** Prices listed are eCollege’s current hourly rates and are subject to change.

**iSupport Standalone**

<b>Service</b>	<b>Duration</b>	<b>Unit Price (\$)</b>
Single iSupport standalone license for a named faculty member	6 months	650
Single iSupport standalone license for a named faculty member	12 months	1,000

**Course Development Bundles including iSupport License**

Faculty Course Development - includes a single iSupport License for one (1) Named Faculty

<b>Total Hours</b>	<b>Duration (Months)</b>	<b>IDC</b>	<b>Inclusions CD/IM</b>	<b>PM</b>	<b>Unit Price (\$)</b>
10	6 months	0	9	1	\$1,500
20	6 months	0	18	2	\$2,500
40	12 months	8	28	4	\$4,000
80	12 months	16	56	8	\$7,500
100	12 months	20	70	10	\$9,000
140	12 months	28	98	14	\$12,000
160	12 months	32	112	16	\$13,500

Enterprise Course Development

<b>Total Hours</b>	<b># iSupport Licenses</b>	<b>Duration</b>	<b>PM</b>	<b>CD</b>	<b>IDC</b>	<b>Unit Price (\$)</b>
400	10	12 months	40	280	80	\$35,000
600	20	12 months	60	420	120	\$50,000
1,000	50	12 months	100	700	200	\$80,000

Course Development Add-On to iSupport

<b>Total Hours</b>	<b>Duration</b>	<b>PM</b>	<b>CD</b>	<b>IDC</b>	<b>Unit Price (\$)</b>
10	6 months	1	9	0	\$1,000
20	6 months	2	18	0	\$2,000
40	12 months	4	28	8	\$3,600
80	12 months	8	56	16	\$7,200
100	12 months	10	70	20	\$8,700
140	12 months	14	98	28	\$11,700
160	12 months	16	112	32	\$13,200
200	12 months	20	140	40	\$16,000
400	12 months	40	280	80	\$32,000
600	12 months	60	420	120	\$47,000
800	12 months	80	560	160	\$60,000
1,000	12 months	100	700	200	\$75,000

- IDC means an eCollege Instructional Design Consultant.
- CD means an eCollege Course Developer.
- PM means an eCollege Project Manager.
- IM means an eCollege Instructional Multimedia Consultant.

**eCollege Additional Services and Training Pricing.** Prices listed are eCollege's current standard rates and are subject to change.

eCourseEvaluation -

- Add on to eCourse - Annual License (up to 1,000 FTEs) \$7,500
- Add on to eCompanion, eToolkit or stand alone option  
Annual License (up to 1,000 FTEs) \$7,500
- Additional FTEs (per 1,000) \$3,500

**Exhibit Number 3  
Technology Service Fees**

1) **Technology Service Fees.** In consideration of participation by eCollege in providing the ongoing services to Customer's students, Customer shall pay eCollege a Technology Service Fee per student, per Online Course Period (the dates courses are offered to students, which period shall not exceed four months), per eCourse Credit Online Course as set forth herein.

- a) Census Date. The Technology Service Fee shall be assessed for all students enrolled in Courseware offered through the eCollege System at the time of the Census Date, which in no event shall be more than ten (10) business days after the start of each eCourse Credit Online Course or eCompanion Online Course (the "**Census Date**"). In the case of eCourse Non-Credit Online Courses, the eCourse Non-Credit Census Date shall be the start date. For the purpose of this Agreement, a student will be deemed "enrolled" at the Census Date if he or she has been issued a password by eCollege to access Courseware pursuant to enrollment procedures agreed to between eCollege and Customer, and if eCollege has not received written notification from Customer prior to the Census Date that the student has withdrawn.
- b) Minimum Technology Service Fees. After each Census Date, eCollege will invoice Customer for Technology Service Fees in the amount calculated based upon the number of students enrolled in Courseware and the Technology Service Fees set forth herein. In the event that Customer's Technology Service Fees are less than \$45,000 ("**Minimum Technology Service Fees**") during the first 12 months of the Agreement, or upon termination or expiration of the Agreement, whichever occurs first, Customer shall pay eCollege the difference between the Minimum Technology Service Fees and the amount that Customer actually paid for Technology Service Fees in such period. Thereafter, on an annual basis, or upon termination, whichever occurs first, Customer shall pay eCollege the difference between the Minimum Technology Service Fees and the amount that Customer actually paid for Technology Service Fees for the previous year.
- c) Extended Access. Following the end of an Online Course Period, Customer's students may receive continued access to the Courseware for purposes of completing an incomplete grade. Customer shall be required to pay an additional fee for students requiring greater than two weeks of continued access to complete the Courseware.

2) **Technology Service Fee Schedule.** Customer shall pay eCollege Technology Service Fees as follows:

a) eCourse Technology Service Fees (per enrollment):

<b>eCourse Credit Online Course</b>	Technology Service Fee Including Registration and Tier 1 Technical Support
5 Credit Hours	\$160
4 Credit Hours	\$160
3 Credit Hours	\$120
2 Credit Hours	\$80
1 Credit Hour	\$80

b) eCompanion Technology Service Fees (per enrollment):

<b>eCompanion Online Course</b>	Technology Service Fee Including Registration and Tier 1 Technical Support
1 - 5 Credit Hours	\$40

c) Non-Credit Online Course Technology Service Fees (per enrollment):

<b>eCourse Non-Credit Online Course</b>	Technology Service Fee Including Registration and Tier 1 Technical Support
1-5 Contact Hours	\$40

Each additional Contact Hour	\$3.00
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d) Extended Access (per enrollment):

- 0 – 2 Weeks following Online Course Period – no charge
- 2 – 6 Weeks following Online Course Period - \$20.00
- Greater than 6 Weeks – second Technology Service Fee

3) **Technical Support.** Subject to the pricing set forth hereto, eCollege will provide telephone and online technical support associated with the use of the eCollege System as set forth below.

a) Tier 1 - Technical Support. eCollege will provide telephone and online technical support to Customer faculty, students and staff who need administrative technical support associated with the use of the eCollege System.

- i) eCollege shall provide online support (via email) twenty-four (24) hours a day, seven (7) days a week. Normal response time for online support for email sent during normal business hours on any business day is four (4) hours or less; the maximum response time for any online support request is twenty-four (24) hours.
- ii) eCollege shall provide telephone support twenty-four (24) hours a day, seven (7) days a week. Normal response time to any telephone support call received during normal business hours on any business day is four (4) hours or less.

b) Tier 2 - Technical Support. eCollege will provide telephone and online technical support to two (2) designated Customer Help Desk Representatives on system accessibility and software technology issues associated with the use of the eCollege System. The Customer Help Desk Representatives will be responsible for responding to Customer faculty, students and staff who need technical support.

- i) eCollege shall provide online support (via email) twenty-four (24) hours a day, seven (7) days a week to the Customer Help Desk Representatives. Normal response time for online support for email sent during normal business hours on any business day is four (4) hours or less for the Customer Help Desk Representatives.
- ii) eCollege shall provide telephone support twenty-four (24) hours a day, seven (7) days a week to the Customer Help Desk Representatives. Normal response time to any telephone support call received during normal business hours on any business day is four (4) hours or less.
- iii) Customer will notify eCollege in writing of any change in Help Desk Representatives.

c) Additional Technical Support - Tier 2 – Technical Support does not include support related to: the use of Courseware; technical issues associated with outside ISPs, networks or third-party software; or issues related to user inexperience with systems and settings. eCollege will provide additional technical support of its current standard rate of \$150 per hour, minimum of \$50 per technical support issue.

**Exhibit Number 4  
Initial Products and Services**

- 1) Premium Gateway Campus – **\$8,000\***
- 2) Registration (maintenance) - **Waived**
- 3) eCourseEvaluation - **\$7,500\*** (includes up to 1,000 FTEs)
- 4) Technology Service Fees - **\$120** per 3 credit hour enrollment\*\*

**\* \$15,500 due upon execution of this Agreement**

**\*\*Technology Service Fees (per enrollment) are due at the Census Date (as defined in Exhibit Number 3, Paragraph 1)a) of this Agreement). The balance, if any, of the \$45,000 Guaranteed Technology Service Fees (as defined in Exhibit Number 3, Paragraph 1)b) of this Agreement) is due and payable as set forth in Exhibit 3 hereto.**

**Exhibit Number 5  
eCollege  
Course Development Order Form  
Number \_\_\_\_\_**

Name of Customer: \_\_\_\_\_  
Date: \_\_\_\_\_

This Course Development Order Form is made pursuant to the Agreement entered into between eCollege and \_\_\_\_\_ and is incorporated therein by this reference.

Courses Requested:

<u>Title</u>	<u>Credit or Contact Hours</u>	<u>Dev. Fee</u>	<u>Anticipated Start Date</u>
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____
7) _____	_____	_____	_____
8) _____	_____	_____	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____

Administrative Contact: \_\_\_\_\_

Customer acknowledges that eCollege's obligation to develop Courseware ordered pursuant to this Course Development Order Form will terminate at the earlier of:

- a) Customer's sign off approving the Courseware;
- b) At the end of the first Online Course Period that the Courseware is delivered; or
- c) Six months from the date of the Course Development Order Form.

Customer

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit Number 6  
eCollege  
Statement Of Work**

**Prepared by:**

**Prepared for:**

**Date:**

**Master Services &  
License Agreement:**

**This Statement of Work is made pursuant to the Master Services and License Agreement entered into between Barton County Community College and eCollege.com, and is incorporated therein by reference.**

eCollege shall deliver the Products and Services set forth in accordance with the terms and conditions stated in the Master License and Services Agreement.

**1. Statement of Work and Description of Services**

**2. Summary Deliverables and Timetable**

**3. Fees**

**4. Authorization to Proceed**

Delivery of above Statement of Work by eCollege cannot occur until written authorization is received from Customer. The signature below represents Customer's approval for eCollege to commence work on these services as currently defined, with an agreement to pay all fees incurred as detailed selected in this document.

eCollege.com

Barton County Community College

By: \_\_\_\_\_  
Oakleigh Thorne, CEO

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_