

## PROGRAM COOPERATION AGREEMENT

This Program Cooperation Agreement (“**Agreement**”) is made and entered into effective as of March 1, 2026 (the “**Effective Date**”) by and between ReUp Education, Inc., a Delaware corporation, with its mailing address at 9901 Brodie Lane, Suite 160, #229, Austin, TX 78748, or, at its election, any Affiliate thereof (“**ReUp**”), and the Board of Regents of the University of Wisconsin System (“**Institution**”). ReUp and Institution may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

WHEREAS, ReUp is in the business of providing assistance to learners in finding and staying at educational institutions and providing certain “bundled services” (as such term is used in the DCL as defined below) to assist academic institutions in the location, enrollment, and retention of students, consisting of, without limitation, certain interrelated marketing; communication; application assistance; data analytics; and coaching/counseling services;

WHEREAS, the Parties desire to provide certain academic, administrative and operational services and cooperate to deliver the Programs as set forth in this Agreement and the Program Term Sheet(s) (“**PTS**”) related hereto; and

WHEREAS, this Agreement provides the terms and conditions upon which ReUp will provide various bundled services (collectively, “**Services**”) to the Institution;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, ReUp and Institution agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 Definitions. Unless otherwise expressly defined in this Agreement, capitalized terms shall have the meanings set forth in Exhibit A.

### ARTICLE 2 SERVICES

2.1 Services. Each Party shall provide the services allocated to it in support of the Programs identified in the PTS, subject in all cases to the terms and conditions set forth in this Agreement. The initial PTS is attached hereto as Exhibit B. In the event of any ambiguity or conflict between a provision of this Agreement and a provision of a PTS, the provision of this Agreement shall prevail unless such PTS expressly provides that the provision in such PTS shall prevail over the provision in this Agreement, in which case the provision in such PTS shall prevail with respect to such PTS only. The Services that ReUp provides under this Agreement shall be “bundled services,” as such term is used in the DCL, consisting of such interrelated marketing, communication, application assistance, data analytics, and coaching/counseling services and other services, as applicable, as set forth in the applicable PTS.

2.2 Institutional Responsibilities. Except as otherwise set forth in any PTS, the Institution shall be responsible for the provision of the Core Institution Functions and the procurement and maintenance of all Educational Approvals and other approvals, permissions, and licenses required for the delivery of the Core Institution Functions and the Programs.

**ARTICLE 3  
PAYMENT**

3.1 Compensation. Institution shall pay ReUp all fees specified in any PTS for the Services, in accordance with the terms and conditions of this Agreement and such PTS. All fees shall be paid to ReUp in U.S. Dollars in the time, manner, and frequency set forth in the applicable PTS, and the Services ReUp provides shall be invoiced in a manner which reflects the bundled nature of the Services (e.g., there shall be no separate invoicing/itemization of, and no separate payment for, student recruitment services; rather, the bundled services that ReUp provides shall be invoiced/presented, and paid for, in a collective/bundled manner). The revenue share rate set forth in the applicable PTS (the “Base Revenue Share Rate”) shall be subject to reduction in accordance with the schedule set forth in Table 1 below as ReUp enters into additional fully executed contracts for similar services with other Universities of Wisconsin institutions. The applicable reduced rate shall be determined based on the total number of such additional fully executed contracts and shall take effect as of the next enrollment census date following execution of each such additional contract. Any such reduction shall apply prospectively only and shall not retroactively affect compensation previously accrued. Upon any such reduction in revenue share, the PTS shall be amended to reflect the updated percentage. Upon expiration of the PTS term or earlier termination of this Agreement (the “*Agreement End Date*”), Institution shall remain obligated to pay ReUp the entire compensation otherwise payable to it for all Returning Students and Transfer-In Students in accordance with the PTS until the earlier of: (i) all Returning Students and Transfer-In Students have graduated or are no longer enrolled in the Programs; and (ii) the two year anniversary of the Agreement End Date (including for the semester in which any such Agreement End Date falls) (the “*Payment Obligation End Date*”).

Table 1. Revenue Share Schedule (Effective Date: March 1, 2026)

Additional UW Institutions	Revenue Share Rate
1	27%
2	25%
3 or more	24%

3.2 Taxes. Each Party shall be responsible for its own federal, state, and local tax obligations, liabilities, levies, and duties of any kind or nature, as well as the filing of all applicable reports and returns. In the event of a change in the Law materially increasing or otherwise adding to either Party’s federal, state, or local tax obligations, liabilities, levies, or duties under this Agreement, the Parties shall negotiate, in good faith, appropriate amendments to this Agreement

or any PTS necessary to lawfully minimize such obligations, liabilities, levies, or duties. Institution shall be responsible for obtaining any and all tax exemptions for which it may qualify related to any of the Services provided pursuant to a PTS.

#### **ARTICLE 4 TERM; TERMINATION**

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until March 1, 2031, or upon the date of expiration or termination of the final effective PTS (the “**Initial Term**”), unless terminated sooner as set forth in Section 4.2. Upon the expiration of the Initial Term, Institution may renew this Agreement for one additional year (the “**Renewal Term**” and together with the Initial Term, the “**Term**”) upon written notification to ReUp prior to the expiration of the Initial Term. Notwithstanding the foregoing, the Parties agree to begin discussions about any such renewal approximately six months prior to the end of the Initial Term.

4.2 Termination. This Agreement or the applicable PTS may be terminated:

(a) by either Party if the other is in material breach of any provision of this Agreement or the applicable PTS, but only after written notice of default and opportunity to cure in accordance with the next sentence has been given to the breaching Party. The notice of default must set forth with reasonable specificity the time, place, and nature of the alleged breach and must provide for an opportunity to cure of at least sixty (60) days following receipt of notice. If the Party receiving the notice has not cured the breach before the end of the cure period, then the Party giving notice may terminate this Agreement by giving the breaching Party written notice of termination, which will be effective upon delivery;

4.3 Effect of Termination. Upon any expiration or termination of this Agreement, ReUp and Institution shall promptly cease suggesting a continuing relationship between the Parties or some endorsement by any Party of the Program.

4.4 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the following provisions of this Agreement and any other rights or obligations which by their nature are intended to survive, shall survive expiration or termination of this Agreement: Sections 4.3, 4.4, 9.1, and 9.10 hereof, and Articles 3 (until each Party’s obligations thereunder are fully satisfied), 5, 6, 7, and 8 hereof. No termination or expiration of this Agreement and/or any PTS shall relieve Institution of any obligation arising from or relating to any Services performed prior to such termination or expiration, or any other obligation that is intended to survive such termination or expiration.

#### **ARTICLE 5 INTELLECTUAL PROPERTY; CONFIDENTIALITY**

5.1 Intellectual Property.

(a) Subject to the terms and conditions of this Agreement, each Party (“**Licensor**”) hereby grants to the other Party (“**Licensee**”) a worldwide, non-exclusive, non-transferable, royalty-free, fully-paid license to use Licensor’s Marks during the Term of this Agreement and solely in connection with its performance of its obligations or exercise of its rights as set forth in

this Agreement, which shall include, without implication of limitation, the right of Licensee to display and otherwise use Licensee's Marks on Licensor's website to generally identify the relationship of the Parties in pursuit of the commitments and undertakings of this Agreement; provided that in no event shall ReUp suggest endorsement by Institution or the State of Wisconsin. Licensee shall use Licensor's Licensed Marks solely in accordance with Licensor's written graphic standards and other guidelines provided to Licensee. As between the Parties, all goodwill resulting from the foregoing use will inure solely to the benefit of Licensor. Licensee shall not (and shall not cause a third party to) contest the rights of Licensor in the Licensed Marks.

(b) Institution hereby grants to ReUp a non-exclusive, royalty-free, fully-paid, right and license (with the right to grant sublicenses) to reproduce, prepare derivative works of, distribute, and otherwise use Student Data in connection with ReUp's performance under this Agreement.

(c) The Parties acknowledge and agree that each Party shall retain ownership of all of its Intellectual Property, whether created, generated, conceived, reduced to practice, or developed by or on behalf of such Party before, on, or after the Effective Date, and nothing herein shall be deemed to grant any assignment or transfer of ownership rights of any kind or nature in or to such Intellectual Property to the other Party.

(d) Only the licenses and rights expressly granted herein shall be of legal force and effect. No license or other right shall be created hereunder by implication, estoppel or otherwise.

## 5.2 Confidential Information and FERPA.

(a) The Parties acknowledge that (i) each may have received and may continue to receive Confidential Information of the other Party during the term of this Agreement, and (ii) Student Data may include Student "education records" containing "personally identifiable information" protected under the Family Educational Rights and Privacy Act of 1974, codified as 20 U.S.C. §1232 et seq., and its implementing regulations 34 CFR Part 99 ("FERPA") (other than FERPA, all terms in quotations used in this Section shall have the meanings ascribed under FERPA). For the purposes of this Agreement and each PTS only, ReUp shall be regarded as a "school official" with "legitimate educational interests" in the Student Data, as those terms have been defined under FERPA and its implementing regulations, and, in respect of ReUp's performance and handling of Student Data under this Agreement, ReUp agrees to abide by the requirements imposed by 34 CFR §99.33(a) on school officials. Except as otherwise mutually agreed in this Agreement or in a PTS, (i) ReUp will not re-disclose education records containing Student Data to third parties without the prior written consent of the Institution, and (ii) ReUp shall disclose Student Data solely on a need-to-know basis in pursuit of the commitments and undertakings of this Agreement, and shall limit disclosure to those individuals within its organization that have a "legitimate educational interest". Either Party in receipt of Confidential Information from the other/Disclosing Party may provide access to and use of the Disclosing Party's Confidential Information to those third parties that have a need to know/access such Confidential Information in connection with the Receiving Party's performance hereunder (and/or other permissible acts of the Receiving Party) and have agreed to confidentiality obligations similar to those set forth in Sections 5.2(b) and 5.2(c).

(b) Each Party shall take reasonable precautions to protect and preserve Confidential Information it receives from the other Party, including education records containing personally identifiable information. Each Party shall use the same degree of care that such Party utilizes to protect its own confidential information of a similar nature, which shall be no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the other Party's Confidential Information and shall implement reasonable technical and organizational measures to protect such Confidential Information as may be required under Law. Each Party shall also implement reasonable technical and organizational measures to protect such information against accidental or unlawful destruction or loss and unauthorized disclosure or access, in particular where processing such information involves transmission over an electronic network. Each Party will inform the other Party promptly (but in no event more than 72 hours) in writing if it becomes aware of any unauthorized use, disclosure or security breach regarding Confidential Information or education records containing personally identifiable information to enable appropriate remedial action required by organizational policy or Law and will cooperate reasonably in effectuating such remedial action.

(c) If either Party is compelled by Law or order of a court or other governmental authority of competent jurisdiction to disclose Confidential Information of the other Party, it may make such disclosure provided that it provides the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance in contesting the compelled disclosure, at Disclosing Party's cost.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

6.1 Mutual Representations and Warranties. Each Party hereby represents and warrants as follows:

(a) Such Party has received all appropriate approvals to enter into and abide by the terms and conditions of this Agreement. The execution and delivery of this Agreement does not, and the performance by such Party (or any of its officers, directors or employees) of its obligations under this Agreement will not: (i) conflict with or violate any provisions of the articles of incorporation or bylaws or other organizational documents, as applicable, of such Party; or (ii) conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any material contract or other arrangement (including any confidentiality, non-competition or non-solicitation restrictions) or Law to which such Party or any of its officers, directors or employees is subject or to which such Party or any of its officers, directors or employees is a Party, and no third party has alleged any such conflicts. No third-party consents, approvals, or authorizations are necessary for the execution and delivery of this Agreement or the performance by such Party (or any of its officers, directors, or employees) of its obligations under this Agreement.

(b) Such Party is, and at all times will be, duly licensed, authorized, and qualified to do business and is, and at all times will be, in good standing in every jurisdiction in which a license, Educational Approval, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, where the failure to be so

qualified would have a material adverse effect on such Party's business or the performance of its obligations under this Agreement.

(c) Such Party is, and at all times during the term of this Agreement will, remain in material compliance with all Laws related to the pursuit of its respective commitments and undertakings under this Agreement.

6.2 Institution's Representations and Warranties. Institution hereby represents and warrants as follows: (i) it has obtained prior express written consent from Students where required under law; (ii) Student Data, including contact information, that Institution provides to ReUp for a is, to Institution's best knowledge, the then-most up-to-date Student Data for that Student; and (iii) it has not received instructions by any means from its Students to stop communicating with them by phone or text regarding re-enrollment or otherwise (and, in the event that Institution is informed that a Student has requested not to be contacted regarding re-enrollment or otherwise, Institution will promptly notify ReUp of that request).

## **ARTICLE 7 RECORDS**

7.1 Records. Each Party shall maintain, during the term of this Agreement and for so long as any payment obligations remain under this Agreement and/or any PTS and for at least two (2) years thereafter, complete and accurate accounting records, including, without limitation, records reflecting billing and payments, as required to properly administer the Program and this Agreement in compliance with Law.

7.2 Audit. During the term of this Agreement and for so long as any payment obligations remain under this Agreement and/or any PTS and for at least two (2) years thereafter, each Party shall have the right at reasonable times and with ten (10) business days prior written notice to audit (or have its designated agent audit), at its cost and expense (except as set forth in the last sentence of this Section), the books and records of the other Party pertaining to this Agreement and/or any PTS. In the event that a Party designates an agent to perform an audit under this Section 7.2, such Party shall ensure that such agent is bound by a written agreement containing confidentiality provisions similar to those set forth in Sections 5.2(b) and 5.2(c) above.

## **ARTICLE 8 DISCLAIMER; LIMITATION OF LIABILITY**

8.1 No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS, SYSTEMS, SERVICES, MARKS, AND LICENSED MATERIALS AND ALL RELATED INFORMATION, TECHNOLOGY, AND MATERIALS PROVIDED BY REUP HEREUNDER ARE PROVIDED "AS IS" AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING ANY PTS HEREUNDER), REUP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REUP HEREBY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, REUP DOES NOT REPRESENT OR WARRANT THAT ACCESS TO ANY PRODUCTS, SYSTEMS, OR SERVICES PROVIDED BY REUP HEREUNDER WILL BE UNINTERRUPTED OR ERROR FREE, WILL MEET INSTITUTION'S NEEDS, OR THAT DATA WILL NOT BE LOST.

8.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) EXCEPT FOR LOSSES ASSOCIATED WITH ANY BREACH OF A PARTY'S OBLIGATIONS SET FORTH IN SECTION 5.2(b), IN NO EVENT SHALL EITHER PARTY (INCLUSIVE OF ITS AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY (OR ITS AFFILIATES), INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY USE OF OR FAILURE TO BE ABLE TO USE THE UNDERLYING REUP SYSTEMS AND PRODUCTS AVAILABLE TO INSTITUTION AS PART OF THE SERVICES.

## **ARTICLE 9 MISCELLANEOUS**

9.1 Non-Solicitation. During the term of this Agreement and each PTS and for three (3) years after the termination or expiration of this Agreement and each PTS, Institution shall not knowingly (except with the written consent of ReUp in each case), directly solicit for employment any employee, subcontractor, or third-party vendor/supplier of ReUp,; provided, that, the foregoing shall not restrict Institution from hiring or engaging or continuing its relationship with any third party that Institution hired or engaged or entered into a written agreement with prior to the Effective Date of this Agreement.

9.2 Force Majeure. A Party shall not be liable for any delay or failure to perform the Party's obligations (other than payment obligations) if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, pandemic, or interruption or failure of electricity or telephone service.

9.3 Assignment and Subcontracting. Neither this Agreement nor any rights or obligations hereunder may be assigned by any Party hereto without the prior written consent of the other Party hereto. Any attempted assignment in violation of this section shall be null and void and of no force or effect. ReUp may, however, assign this Agreement without the prior consent of Institution to any Affiliate, subsidiary or successor-in-interest of ReUp. ReUp may subcontract any of its Services hereunder without the consent of Institution.

9.4 Relationship of Parties. The relationship between the Parties shall be that of independent contractors. Neither Party, nor its officers, employees, or agents shall be authorized to make representations nor commitments for the other Party except as expressly provided herein



9.9 Headings. The headings of the various Sections, Exhibits, and PTS herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular articles, sections, subsections, or appendices to which they refer or relate, or as affecting the meaning or construction of the language in the body of such articles, sections, subsections, or appendices or elsewhere in this Agreement.

9.10 PTS and Exhibits. All Exhibits and PTS referred to in this Agreement are, or in the case of PTS, will be, attached hereto and are or shall be incorporated herein by reference as if fully set forth herein.

9.11 Amendment. Subject to Law, or as otherwise provided herein, this Agreement, including any PTS, may be amended or supplemented only by written agreement of ReUp and Institution.

9.12 Severability. If any provision of this Agreement is held in arbitration or by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the arbitrator(s) or court, as the case may be, and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

9.13 Non-Exclusivity. It is expressly understood and agreed that this Agreement does not grant to either Party any exclusive privileges or rights with respect to the Services, and that either Party may contract with any other entity(ies) or person(s) for the provision of such services, including any entities or persons in direct competition with such other Party.

9.14 Compliance. Both parties acknowledge and agree that, in entering into this Agreement, it is their understanding, intent, and expectation that (i) the Services shall constitute “bundled services,” as such term is used in the DCL, like “Example 2-B” on page 12 of the DCL, and (ii) the provision of the Services and any other bundled services for a single fee shall not violate the Incentive Compensation Rule (34 C.F.R. § 668.14(b)(22) (2011)) or any other Laws. ReUp specifically acknowledges and agrees that the compensation that it provides to its employees and any other entities or persons involved in providing the services referenced in any PTS, and to the managers and supervisors of such employees and any such other entities or persons, as applicable, shall only be such compensation as is permissible under the Incentive Compensation Rule (34 C.F.R. § 668.14(b)(22) (2011)) and any applicable state licensing and accrediting requirements for individuals having direct communications with prospective students.

9.15 Compliance with Law. Notwithstanding anything stated in this Agreement including any exhibits and attachments hereto to the contrary, no term or condition is intended to be nor shall it be construed as the Institution agreeing to anything it cannot agree to by Law.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement through their duly authorized representatives.

**REUP EDUCATION, INC.**

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF THE WISCONSIN  
SYSTEM**

Sign: 

Name: Terah Crews

Title: CEO

Date: 2-20-26

Signed by: 

Print: Jay Rothman

Title: President

Date: 2/24/2026 | 8:34 AM CST

## **EXHIBIT A DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings set forth below.

**“Accrediting Agency”** means any entity that is recognized by the USDOE pursuant to 34 CFR Part 602 and shall include the applicable Institutional accrediting agency with jurisdiction over the Institution, as well as any programmatic accrediting agency with jurisdiction over a Program.

**“Affiliate”** means a person that, directly or indirectly (through one or more intermediaries), controls or is controlled by, or is under common control with, the person specified.

**“Confidential Information”** means any proprietary, trade secret, and confidential information, which may include, without limiting the generality of the foregoing, strategies and strategic plans, business opportunities, business plans, marketing plans, financial reports, statements and projections, trade names and marks, documents, programs, techniques, know-how, specifications, personnel information, customers and suppliers of either Party, personal data, or elements of this Agreement. Additionally, the Parties hereby agree that information disclosed by one Party, its employees or agents (**“Disclosing Party”**) to the other party (**“Receiving Party”**) which, by the nature of the circumstances surrounding the disclosure, ought in good faith be treated as proprietary or confidential information, including without limitation planning, financial, and all Student Data as defined in this Section, without any marking or further designation, will be considered **“Confidential Information.”** Confidential Information shall specifically include all information (regardless of format): (i) that relates to Institution’s Students, whether such information is provided by Institution, provided by Students, or created by ReUp pursuant to this Agreement (**“Student Data”**); and (ii) may include name(s), address(es), telephone number(s), e-mail address(es), social security number(s), student ID number(s), and credit card number(s). Except with respect to Student Data, Confidential Information shall not include any information that either Party can establish by legally sufficient evidence: (a) as generally known to the public or that such information came into the public domain without violation of any obligation of confidentiality in this Agreement; (b) previously disclosed and rightfully known by the Receiving Party, not in pursuit of this Agreement and without an obligation to the Disclosing Party to maintain its confidentiality or (c) was independently developed by the Receiving Party.

**“Core Institution Functions”** means the essential academic, fiscal and administrative control and oversight functions that are required to be performed by the Institution as a condition of its continuing Educational Approvals by any Educational Agency, including, without limitation, to the extent applicable, (a) the establishment of the standards for each Program (including each course therein), including the admission, progression and graduation standards, the learning objects and outcomes, and the qualifications of faculty and facilitators engaged to teach or facilitate courses in a Program; (b) the selection, appointment and removal of Program faculty; (c) the establishment of the standards and processes for the evaluation of satisfactory academic progress; (d) the conduct of all Title IV student financial aid administration and the establishment of policies, processes and standards related thereto; (e) the academic oversight of the assessment of outcomes for each Program and course therein, the adequacy of instruction, the integrity of the administration of academic standards and processes, and the adherence to professional and ethical standards and practices; (f) approval of any exceptions to the admission standards with respect to any individual

Student circumstances or in respect of a Program or course therein; (g) the determination of the adequacy of learning resource materials for the support of any Program or course therein; (h) the determination of the adequacy of the performance of the faculty and facilitators engaged to teach or facilitate courses in or provide academic leadership for Programs; (i) the establishment of the behavioral and disciplinary standards for Students; (j) the establishment of minimum standards for the admission of qualified and eligible Students and of approval procedures for making exceptions for the admission of any applicants who do not meet the minimum standards; (k) the awarding of academic credit, degrees, and other credentials to Students in each Program and course therein, including preparation of transcripts of credits and credentials; (l) the registration of Students; and (m) approval of final schedules of Program courses provided, however, that, for purposes of this Agreement, Core Institution Functions shall not include the Services, all of which shall be provided by ReUp as set forth in this Agreement and any PTS.

**“Curriculum”** means curricula, course materials, course wares, instructional videotapes, syllabi, instructional audio recordings, instructional software, instructional technology and know-how, academic policies, procedures and standards, handbooks and guidebooks, examinations and outcomes assessment policies, procedures and materials, online courses, programs and instructional materials, online formats, face pages and graphics, online instructional support materials, visual aids, course outlines, course content, and the contents of Educational Agency submissions, filings, reports, and documentation concerning any of the foregoing, but does not include the trade names, brands, trademarks, service marks, or other proprietary names or insignia of a Party exclusive of the Marks.

**“DCL”** means the Dear Colleague Letter published March 17, 2011 by the USDOE having identification number GEN-11-05 and the subject, “Implementation of Program Integrity Regulations”, which provides additional guidance on program integrity issues, specifically in the areas of state authorization, incentive compensation and misrepresentation.

**“Educational Agency”** means any entity with jurisdiction over the Institution that is an Accrediting Agency or a governmental entity with authority to regulate the offering and delivery of the Programs, including, without limitation, the USDOE.

**“Educational Approvals”** means any license, permit, consent, franchise, approval, authorization, certificate, USDOE approval or Accrediting Agency approval or member status authorization issued or required to be issued by an Educational Agency to the Institution, or to any Location with respect to any undertaking contemplated herein.

**“Educational Law”** means any applicable federal, state, municipal, foreign or other Law, regulation, order, Accrediting Agency standard or other requirement applicable thereto, including, without limitation, the provisions of Title IV, issued or administered by, or related to, any Educational Agency.

**“HEA”** means the Higher Education Act of 1965, as amended, and the regulations promulgated thereunder.

**“Intellectual Property”** means any and all proprietary rights, title and interests, including but not limited to (a) patents, patent applications, inventions, invention disclosures, designs, algorithms, ideas, research and development and statutory invention registrations; (b) trademarks, service

marks, domain names, trade dress, logos, and other source identifiers, including registrations and applications for registration thereof (collectively, “**Marks**”); (c) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, moral rights, and copyrights, including copyright registrations and applications for registration thereof; (d) trade secrets, know-how, technical information and data, and rights in confidential information; (e) any other industrial or proprietary rights similar to the foregoing; (f) all registrations, applications, renewals, extensions, combinations, divisional applications, revisions, continuations, continuations-in-part, reexaminations or reissuances of the foregoing, and (g) all computer software and code, including without limitation processes, scripts, data, databases and documentation.

“**Law**” or “**Laws**” shall mean all applicable statutes, rules, codes, regulations, restrictions, ordinances, orders, decrees, rulings (including common law rulings), approvals, treaties, restriction, directives, judgments, injunctions, writs or awards of, or issued by, any governmental entity having jurisdiction and shall include Educational Laws.

“**Marketplace Partner Institution**” means any Institution offering a credential that is a part of the ReUp Marketplace.

“**Net Tuition Revenue**” means the total amount of tuition and fees (net of tuition refunds made in accordance with Institution’s refund policies applicable to the Programs) earned and collected by Institution (including in accordance with this Agreement) from Returning Students or Transfer Students enrolled in Program courses. ReUp and Institution agree that Net Tuition Revenue shall not include any non-tuition amounts including revenue associated with segregated fees, books, additional course/laboratory fees or other incidental assessments. For purposes of this definition, revenue is “earned” with regard to any Returning Student or Transfer Student as of the published drop date for the regular session of the applicable academic term.

“**Partner List**” means list(s) of former students provided by the Marketplace Partner Institution(s) to locate Stopouts.

“**Programs**” means any and all educational degree programs of Institution identified in a PTS, for which Services are to be provided by ReUp.

“**Program Term Sheet**” or “**PTS**” means any program term sheet entered into by and between the Parties in pursuit and under the auspices of this Agreement which sets forth, among other provisions, the Program and its specifications, the duties and obligations of each Party, the mode of delivery, and the scope of Services to be performed by ReUp and Institution with respect to each identified Program.

“**Returning Student**” or “**Returning Students**” means any of Institution’s Stopouts that re-enroll in any Program during the Term or within six months after the end of the Term with any assistance, aid or encouragement from ReUp’s Services.

“**Services**” means the bundled services provided by ReUp to the Institution in support of the development, offering and delivery of the Programs as set forth in the applicable PTS and as generally described in the ReUp specifications. The Services shall be “bundled services,” as such term is used in the DCL, consisting of such interrelated marketing, communication, application

assistance, data analytics, and coaching/counseling services and other services, as applicable, as set forth in the applicable PTS.

“**Stopout**” means a student who completed some credits with (i) Institution or (ii) Marketplace Partner Institution, but did not complete their degree.

“**Subsequent Semester**” means any semester in which the student is enrolled after they re-enroll in their first semester. Subsequent Semesters could be consecutive or separated by semesters the students takes off, regardless of the length of time off between semesters

“**Transfer-Out Student**” or “**Transfer-Out Students**” means any Stopout(s) from Institution who no longer wish to return to the Institution subject to the conditions outlined in Section II of the PTS .

“**Transfer-In Student**” or “**Transfer-In Students**” means any Stopout that transfers from a Marketplace Partner Institution to any of Institution’s Programs during the Term with any assistance, aid or encouragement from ReUp’s Services; provided, however, that in no event will this include students from any other UW System.

“**Universal ID**” a ReUp unique identifier (alphanumeric) to identify Transfer Students sourced by ReUp.

“**USDOE**” means the United States Department of Education (or any successor entity).