

## FIRST AMENDED AND RESTATED ARTICULATION AGREEMENT

This First Amended and Restated Articulation Agreement (the "First Amended and Restated AA") is effective as of January 25, 2018 (the "New Effective Date"), and is hereby entered into by and between **Iowa College Acquisition, LLC d/b/a Kaplan University ("KU")** and **Waukesha County Technical College ("WCTC")**, whereby KU and WCTC desire to restate the Agreement outlined below, as modified in accordance with the terms of this First Amended and Restated Agreement.

### RECITALS

On October 6 2011, KU and WCTC entered into that certain Articulation Agreement, for the provision of services as more particularly set forth therein (the "Agreement"), and

KU and WCTC (hereinafter referred to individually as "Party" or collectively as the "Parties") desire that the Agreement will be amended upon the New Effective date of this First Amended and Restated AA and that the First Amended and Restated AA will be effective as of the New Effective Date; and

**NOW, THEREFORE**, it is understood and agreed by the Parties hereto that as of the New Effective Date the original Agreement is hereby restated, as modified herein:

### TERMS AND CONDITIONS:

#### SECTION 1 – CREDIT ARTICULATION AND TUITION DISCOUNT

1.1 Eligibility. The Parties agree and acknowledge that the articulation offer in this First Amended and Restated AA is applicable for both Parties' programs and minimum requirements as further defined herein.

- a. Credits from official WCTC transcripts will be evaluated on a course by course basis, to determine applicability to a student's enrolled program of study. KU reserves the right to make all final determinations on matters related to the transfer of any credits to KU, in its sole and absolute discretion.
- b. Some KU programs have additional admissions requirements and can be found listed in the version of the KU Catalog current at the time of enrollment at KU.
- c. WCTC students must fulfill all KU degree requirements, including but not limited to the 25% residency requirement for undergraduate programs, and 50% for graduate programs, measured in credit hours. Students must also complete applicable capstone courses at KU. Credit earned through any combination of external credit will not exceed 75% for undergraduate programs and 50% for graduate programs, of total credits required for graduation. WCTC students who are unable to fulfill KU program prerequisites at WCTC must complete them at KU.
- d. KU may provide programmatic transfer information to WCTC in the form of Academic Worksheets. Any such Worksheets are subject to change but modifications must be approved by KU and provided to WCTC in writing. Further, any approved Academic Worksheets exchanged between the parties detailing specific programmatic articulation course equivalencies are hereby incorporated into this First Amended and Restated AA by this reference.
- e. Admission criteria, academic and other admission requirements are those in the KU Catalog at the time of the students' enrollment at KU. Students are subject to all KU policies, codes of conduct, college procedures, and requirements as detailed in the most recent KU Catalogs as posted or provided to

students.

- f. WCTC shall accept transfer credits from such courses taken at KU towards the student's graduation requirements for a WCTC associate's degree for such students that transfer to KU for a bachelor's completion program but desire to receive their associate's degree from WCTC ("Reverse Articulation").

1.2 KU Obligations. During the Term of this First Amended and Restated AA, KU agrees to provide the following Support Services to WCTC:

- a. Provide relevant transfer information and current KU brochures or transfer guides;
- b. Communicate with WCTC graduate students via e-mail, postal mail, telephone and other means to offer them the opportunity of enrolling in a program at KU; and
- c. Encourage WCTC students who are attending classes at a WCTC campus or online to enroll at KU

1.3 WCTC Obligations. During the Term of this First Amended and Restated AA, WCTC agrees to provide the following Support Services to KU:

- a. Assist KU by communicating the benefits of this relationship to WCTC students;
- b. Allow KU representatives to conduct on-campus presentations and marketing regarding KU programs for WCTC students;
- c. Cooperate with KU to establish electronic data transfer of curriculum and of student records, when applicable, and with student permission (where required) in accordance with all applicable laws and regulations.

1.4 Mutual Obligations.

- a. Coordinate their efforts to facilitate a collegial and mutually beneficial relationship;
- b. Provide accurate and timely information about the relationship to prospective students, who are current WCTC students;
- c. Designate academic alliance coordinators as primary contact persons for the respective institutions to facilitate coordination of this agreement; and
- d. Comply fully with the privacy regulations outlined in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99, for the handling of student information, to the extent applicable. The parties will not disclose or use any student information, except as necessary to carry out its obligations under this First Amended and Restated AA and as permitted by FERPA.

1.5 No Exclusivity. Nothing in this First Amended and Restated AA shall limit KU at any time from entering into similar agreements or arrangements to create or offer similar programs to other companies, including other WCTC, divisions or facilities.

1.6 Dual Enrollment. Both KU and WCTC agree to allow current students to concurrently take courses at both institutions, as well as have access to admission and other services at both institutions as limited by each institution's then current catalog's policy; however, federal regulations require that students receive financial aid from only a single institution from which courses are taken in a given academic term. Should a student attend both institutions in a single semester, financial aid may be granted from only one institution in compliance with federal law. Reverse Articulation of courses from KU to WCTC will be acceptable for students desiring to complete their associate's degree at WCTC notwithstanding the fact that the student transferred to KU to complete courses that would allow participation in a bachelor's completion program.

1.7 Data Sharing. KU and WCTC will share data on student achievement as necessary to assess program effectiveness in accordance with the Family Education Rights and Privacy Act (FERPA) guidelines.

1.8 Tuition Reduction. Because of this agreement to articulate, KU will extend professional courtesy reduction to WCTC students, alumni and employees ("Eligible Participants") concomitant with the date of this fully executed document.

- a. WCTC Eligible Participants will receive a twenty (20%) percent reduction on their KU tuition for any undergraduate program and fourteen (14%) percent for any graduate program, and twenty (20%) percent for any certificate program . WCTC Eligible Participants must inform KU admissions directors about their affiliation with WCTC to receive their reduction. This tuition reduction cannot be combined with any other reduction or special pricing;
- b. KU will extend to WCTC Eligible Participants all of its online certificates, undergraduate, and graduate programs, as and when offered;

## **SECTION 2 - TERM AND TERMINATION.**

- 2.1 Term. This First Amended and Restated AA shall commence from the New Effective Date of this First Amended and Restated AA is signed (the "Term") and shall continue until terminated.
- 2.2 Termination. Each Party reserves the right to terminate this First Amended and Restated AA without penalty and without cause at any time by submitting in advance a sixty (60) calendar day written termination notice to the other Party. This First Amended and Restated AA may be terminated by either Party following a material breach of this First Amended and Restated AA by the other Party if the materially breaching Party fails to cure such breach within thirty (30) days of written notice from the non-breaching Party specifying the nature of the breach and the required cure; provided, however, that if such breach cannot reasonably be cured within said thirty (30) day period and a good faith effort to commence such cure has begun within such thirty (30) day period and the cure is completed within sixty (60) days of such notice, then the non-breaching Party shall not have the right to terminate this First Amended and Restated AA . Notwithstanding the foregoing, either Party may terminate the First Amended and Restated AA immediately in the event that participation under the First Amended and Restated AA may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction. Enrollees who have commenced their program or Enrollees in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the applicable credit transfers offered in this First Amended and Restated AA until such time the Enrollees complete or otherwise become discontinued from their program of continuous enrollment.
- 2.3 Effect of Termination. Upon termination or expiration of this First Amended and Restated AA , (a) all rights granted by either Party to the other hereunder shall immediately end, except for rights to payment of any undisputed amounts, and (b) Each Party shall immediately cease and remove all use of any advertising materials related to KU's academic programs.

## **SECTION 3 – MUTUAL REPRESENTATIONS AND WARRANTIES.**

Each Party hereto represents and warrants that it has the legal right to enter into this First Amended and Restated AA and perform all of its obligations hereunder. No rights have been or will be granted, assigned, or pledged, and no agreement has been or will be entered into with any person or entity by either Party that would or might conflict with the rights granted to the other parties under this First Amended and Restated AA.

## **SECTION 4 – INDEMNIFICATION AND LIMITATION OF LIABILITY.**

### **4.1 Indemnification.**

- a. WCTC will indemnify, defend and hold harmless KU and its subsidiaries, divisions, shareholders, successors, assigns, licensees, affiliates, partners, directors, officers, employees and agents from any claims, causes of action, costs and expenses (including attorneys' fees) that arise out of any breach or alleged breach of WCTC's representations or warranties under this First Amended and Restated AA .
- b. KU will indemnify, defend and hold harmless WCTC and its subsidiaries, divisions, successors, assigns, licensees, affiliates, partners, directors, officers, employees and agents from any claims, causes of action, costs and expenses (including attorneys' fees) that arise out of any breach or alleged breach of KU's representations or warranties under this First Amended and Restated AA .

4.2 Limitation of Liability. Except for breach of representations and warranties, the Parties agree that their sole liability (whether in contract, tort, by statute or otherwise) for any claim in any manner related to this First Amended and Restated AA , shall be the payment of direct damages. In no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damages, loss or expenses (including but not limited to business interruption) even if it has been advised of their possible existence.

**SECTION 5 - GENERAL PROVISIONS.**

5.1 Notices. All official notices and other formal written communications required hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three (3) Business Days after being deposited in the United States Mail, postage prepaid, addressed as follows or to such other persons or places as either Party may from time to time designate by written notice to the other.

If to Kaplan University:

Kaplan University  
201 W. Wisconsin Ave.  
Milwaukee, WI 53203  
Attn: Edward Zirbel

With a copy to (which copy shall not constitute effective notice):

Kaplan Higher Education, LLC  
6301 Kaplan University Avenue  
Fort Lauderdale, FL 33309  
Attn: Legal Department  
e-Mail: khpe.contracts@Kaplan.com

If to WCTC:

WCTC  
800 Main Street  
Pewaukee, WI 53072  
Attn: Bradley R. Piazza

With a copy that shall not constitute effective notice to:

5.2 Governing Law. This First Amended and Restated AA shall be interpreted in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws provisions. Any action brought pursuant to or in connection with this First Amended and Restated AA shall be brought only within the state or federal courts with competent jurisdiction within Waukesha County, Wisconsin.

5.3 Mutual Royalty Free License. The parties grant to each other a non-exclusive, non-transferable license to use each other's trademarks in furtherance of the articulation coordination detailed herein or in a manner solely for the purpose of identifying and communicating the existence of the relationship to WCTC students. The parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the First Amended and Restated AA . Use of the names and logos will be in accordance with any use guidelines provided by each party to the other. Each party shall provide the other with examples of any materials using such other party's name or logo prior to releasing such other party's name, logo and other intellectual property of whatever form or format before it is distributed, and will obtain

written approval for such use. Neither party grants to the other any interest in the other party's trademarks. Each party agrees that the other's use of the mark(s) must be approved by such party and used in accordance with the terms of this First Amended and Restated AA, applicable law, and any trademark usage guidelines as may be provided by any party to the other. Neither party will, at any time, contest or aid in contesting the validity or ownership of any of the other party's marks or take any action in derogation of the owner's rights therein, including, without limitation, applying to register any trademark, trade name or other designation that is confusingly similar to the marks.

5.4 Counterparts. This First Amended and Restated AA may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same First Amended and Restated AA. Faxed signatures shall have the same binding effect as original signatures.

5.5 No Amendments. KU and WCTC agree to coordinate their efforts to facilitate a collegial and mutually beneficial relationship. This First Amended and Restated AA may not be changed, modified, altered, or amended in any respect without the mutual written consent of both Parties. This First Amended and Restated AA may not be assigned or otherwise transferred, in whole or in part, by one Party without the prior written consent of the other, which consent shall not be unreasonably withheld, denied or delayed.

5.6 Confidential Information. Neither Party will use or disclose to third parties the other's Confidential Information unless permitted by this section. The Party disclosing confidential information is the "discloser" and the Party receiving confidential information is the "recipient." "Confidential Information" is non-public information, know-how and trade secrets in any form that are designated as "confidential"; or a reasonable person knows or reasonably should understand to be confidential. Confidential Information is provided to the recipient "as is" without any warranties of any kind. (a) The following types of information, however marked, are not Confidential Information. Information that: (i) is, or becomes, publicly available without a breach of this First Amended and Restated AA; (ii) was lawfully known to the recipient of the information without an obligation to keep it confidential; (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (iv) is independently developed. The recipient agrees it will: (xi) not disclose the discloser's Confidential Information to third parties; (xii) use and disclose the other's Confidential Information to individuals as set forth herein only for purposes of the business relationship between the Parties; and (xiii) not reverse engineer, decompile or disassemble the discloser's Confidential Information, except and only to the extent that applicable law expressly permits, despite this limitation. (b) The recipient agrees: (i) to take reasonable steps to protect the discloser's Confidential Information, and these steps must be at least as protective as those the recipient takes to protect its own Confidential Information; (ii) to notify the discloser promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and (iii) to cooperate with the discloser to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. The recipient may disclose the discloser's Confidential Information to representatives and affiliates only if they have a need to know about it for purposes of the business relationship between the Parties. Before doing so, the recipient must: (xi) ensure that affiliates and representatives are required to protect the Confidential Information on terms consistent with this First Amended and Restated AA; and (xii) accept responsibility for each representative's use of Confidential Information. The recipient may disclose the discloser's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, the recipient must seek the highest level of protection available and give the discloser enough prior notice to provide a reasonable chance to seek a protective order. (c) Upon request by KU, WCTC agrees to return or destroy Confidential Information in WCTC's (or its affiliates or representative's) possession. If requested, an authorized executive of the recipient will certify to the destruction. Each Party acknowledges that money damages may not be sufficient compensation for a breach of this section. Each Party agrees that the other may seek court orders to stop Confidential Information from becoming public in breach of this section. Notwithstanding anything in this provision, WCTC will not be in violation of this provision if WCTC, its officers or employees, discloses any material, including the terms of this Agreement, pursuant to: a valid court order, public records request pursuant to Wisconsin Statutes § 19.31 et seq., or any similar statutory or legal requirement.

5.7 No Ownership. WCTC acknowledges it has no ownership interest in the computer programs, internet web pages, course materials, data, analyses, screens, manuals and other information of any kind that are used in KU's courses, as well as all updates and enhancements.

5.8 Relationship of the Parties. The Parties hereto will have the relationship of independent contractors for all purposes. Each will have complete control over its own performance and the details of accomplishing its own obligations

under this First Amended and Restated AA . In no event will the agents, representatives or employees of one Party be deemed to be agents, representatives or employees of the other. Each will be fully responsible for the payment of its own employees and compliance with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable), including laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.

- 5.9 Third Party Beneficiaries. Except as expressly provided, the First Amended and Restated AA is entered into solely between, and may be enforced only by, both Parties. The First Amended and Restated AA will not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, vendors and customers of a Party, or to create any obligations of a Party to any such third parties, except as expressly provided otherwise.
- 5.10 Further Assurances. Each Party, subsequent to the execution and delivery of the First Amended and Restated AA and without any additional consideration, will execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of the First Amended and Restated AA .
- 5.11 Severability. If any provision or part of a provision in the First Amended and Restated AA or these Terms is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to affect the intention of the Parties, and the validity and enforceability of all other provisions in the First Amended and Restated AA will not be affected or impaired.
- 5.12 No General Waiver. Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either Party to exercise or enforce any of its rights under the First Amended and Restated AA will act as a waiver of those rights.
- 5.13 Entire Agreement. This First Amended and Restated AA and any Exhibits are the complete and exclusive agreement between the Parties with respect to the subject matter contemplated by this First Amended and Restated AA, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings, both oral and written, regarding that subject matter.
- 5.14 Survival. The following Sections 4, 5, and 6, will survive, as well as any other provision of the First Amended and Restated AA which contemplates performance or observance subsequent to any termination or expiration of the First Amended and Restated AA or is required to survive to give the Parties the benefits of this bargain will survive any termination or expiration of the First Amended and Restated AA and continue in full force and effect.
- 5.15 Assignment. Neither party may assign its rights or delegate its obligations under this First Amended and Restated AA without the other party's prior written consent, except to the surviving entity in a merger, contribution or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this First Amended and Restated AA .
- 5.16 Interpretation of the First Amended and Restated AA and these Terms. The Parties desire that the First Amended and Restated AA be construed fairly, according to their terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings, which are for reference only.

**IN WITNESS WHEREOF**, each of the Parties hereto has duly executed this First Amended and Restated AA effective as of the Effective Date.

Iowa College Acquisition, LLC  
d/b/a Kaplan University  
("KU")

By:

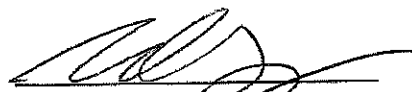


Name: DAVID B. STARNES

Title: CHIEF ACADEMIC OFFICER

Waukesha County Technical College  
("WCTC")

By:



Name: BRENT PIAZZA

Title: VP-LEARNING