

University of Wisconsin-Milwaukee Contract	
Issuing Agency: The State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee ("Herein after referred to as "UWM")	ECampus.com: A Book Company, LLC d/b/a eCampus.com (Also referred to as the "Proposer" "Contractor or "Supplier")
Commodity/Service: Virtual Course Materials Store	Bid Basis : Request For Proposal
Contract Number: #D15-048-O	

This Contract is entered into by and between the Issuing Agency and eCampus.com set forth above.

1.0 SCOPE OF SERVICES

ECampus.com shall in general terms create and implement an online virtual course materials store to support the mission of UWM by providing UWM students with effective and efficient means to purchase new and used books, digital textbooks, custom published materials, new and used rental textbooks, course packs, software, and materials published or distributed electronically (Hereinafter collectively referred to as "Course Materials") at affordable pricing. The online store will include, but not be limited to the purchase and rental of both new and used books, digital textbooks, custom published materials, course packs, software, and materials published or distributed electronically. ECampus.com shall maintain a physical presence on the UWM campus to provide maximum customer service. The precise scope of services is further set forth in this Contract and in section 2 of ECampus.com's Response to RFP D15-048-O.

ECampus.com shall fully implement the Virtual Storefront/Kiosk at a mutually agreed-upon location in the Student Union by January 11, 2015, which is two weeks prior to the start of the spring 2016 semester on January 25, 2016. ECampus.com shall fully implement the eCampus.com Online Services by November 1, 2015 or as agreed upon between the parties. Fully implement means fully operational.

During the term of this Agreement, UWM shall not retain the services of any third party to compete with the services subject to this agreement.

The parties agree that the trade name to be used for the storefront kiosk will be determined during the program launch meeting.

2.0 TERM

The term of this Contract shall commence when the online services portion of this contract is fully operational on November 1, 2015 and expire on October 31, 2020, unless earlier terminated as set forth herein. UWM may extend the Contract by up to two additional one-year terms upon mutual agreement with the supplier.

3.0 COMPENSATION

eCampus.com shall pay UWM the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual financial guarantee as follows:

Guaranteed Annual Payment: One-twelfth of the Guaranteed Annual Payment shall be paid by eCampus.com to UWM by the first (1st) day of each month via electronic funds transfer (EFT) for business transacted during the previous month, beginning December 1, 2015. The calculation of the Commission shall be made at the end of each Contract Year (November 1 – October 31) and payment of any additional amount due to bring the payments of the Guaranteed Annual Payment for the Contract Year up the Commission (the "resulting difference, the "True-Up") shall be made annually by November 30th, beginning in 2016. UWM and the Supplier may agree to a different payment schedule after the first contract year, if the Commissions are found to be higher than the Guaranteed Annual Payment. The Guaranteed Annual Payment schedule for the next five years is as follows:

- Year 1: \$375,000
- Year 2: \$400,000
- Year 3: \$425,000
- Year 4: \$450,000
- Year 5: \$500,000

Commission: The commissions to be paid to UWM are as follows:

- Ten percent (10%) of new, used, rental and digital book sales,
- Ten percent (10%) of apparel and merchandise,
- Ten percent (10%) of book buybacks (both onsite and online),
- Five percent (5%) of marketplace purchases,
- One and one half – ten percent (1 ½ - 10%) of rewards program purchases. Actual amount varies by affiliate

Commissionable Sales shall be defined as follows: Gross Sales less voids, less customer refunds, less discounted sales to authorized University Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the to any government agency which was collected from customers. The eCampus.com shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.

Gross Sales shall be defined as: All eCampus.com sales and revenue received by the eCampus.com based upon all business conducted in or from the Virtual Course Materials Store for any product or service offered by the Virtual Course Materials Store. This includes all orders taken or received at the Virtual Course Materials Store, whether such orders are placed at the Virtual Course Materials Store, the Storefront/Kiosk, or elsewhere.

eCampus.com shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles.

Student/UWM Rewards Program Incentives: eCampus.com will reward students with in-store credit for applicable rewards program incentives based on a one and one-half to ten percent (1 ½ - 10%) commission of affiliate purchases. UWM will receive a dollar match to those commissions. The actual amount will vary by affiliate. These commissions will be factored into the “true-up” at the end of each contract year.

Additional Financial Incentives: eCampus.com will provide textbook scholarships, general scholarships, event sponsorships, campus promotions, etc. up to the amounts defined below, with 67% going to textbook scholarships and 33% going to the other defined items. Textbook scholarships will be paid by eCampus.com on the first day of each contract year and will be distributed by UWM at UWM’s sole discretion. Allocation/pending of Marketing Sponsorship dollars will be mutually agreed upon each year.

- Year 1: \$12,500
- Year 2: \$13,125
- Year 3: \$13,800
- Year 4: \$14,500
- Year 5: \$15,200

Facility Investment: eCampus.com has allocated \$300,000 for the build out of the storefront/kiosk and \$50,000 for moveable fixtures and equipment.

Utilities: eCampus.com will pay UWM for the actual utilities used for operation of the storefront/kiosk. The invoice will be in a form and content reasonably acceptable to eCampus.com.

4.0 RESPECTIVE OBLIGATIONS

A. ECampus.com’s Obligations

eCampus.com shall design, build, furnish and equip the UWM Virtual Course Materials Store at its sole expense.

eCampus.com will design and build the storefront kiosk, which shall be approved by UWM prior to the commencement of any construction and outfitting, such approval not to be unreasonably delayed or withheld. Failure of UWM to approve the design and construction documents for the storefront kiosk in a timely manner relieves eCampus.com of all obligations under this agreement relating to the storefront kiosk. The store front kiosk shall be student accessible during the hours of operation of the UWM Student Union, excluding, reasonable closure time for routine repairs and maintenance or renovations.

eCampus.com, at its sole expense, will provide all management, labor, equipment, goods and supplies required to operate the storefront kiosk. The storefront kiosk will be staffed with at least 1 full-time manager, 1 full-time assistant manager, up to 2 part-time supervisors, and part-time staff that would be made up of UWM students.

The monetary allocation for the storefront/kiosk is \$300,000 (the "Capital Expenditure Budget"). The Capital Expenditure Budget will include, but not be limited to construction (including cabling and infrastructure to the wall), design and planning fees, paint, wall treatments/slat wall, floor treatments, specialty lighting, permanent furniture, permanent store fixtures, graphics, signage and any modifications/improvements done over the first three years of the contract. eCampus.com will pay UWM the difference between the amount spent on the storefront kiosk and \$300,000, if the amount spent is less than \$300,000. The Capital Expenditure Budget may also be used for continual improvement and modifications as may be needed over the first three years of the contract. If the actual amount spent by eCampus.com is less than the Capital Expenditure Budget, after the first three years of the contract, eCampus.com will reimburse UWM for the difference between what has been spent and the Capital Expenditure Budget, payable to UWM on November 1, 2018.

eCampus.com will invest, at its sole expense, Fifty Thousand Dollars (\$50,000) for moveable fixtures and equipment for the storefront kiosk ("Moveable Fixtures and Equipment"). UWM shall have no payback obligations to eCampus.com for Moveable Fixtures and Equipment in the event of expiration, termination, or non-renewal of the contract. All Moveable Fixtures and Equipment shall remain the property of eCampus.com at the contractor at the expiration, termination, or non-renewal of the contract, and shall be removed at the contractor's sole expense within 10 business days of the expiration, termination, or non-renewal of the contract.

All moveable fixtures and equipment shall remain the property of eCampus.com at the expiration, termination, or non-renewal of the contract, and shall be removed at the eCampus.com's sole expense within 10 business days of the expiration, termination, or non-renewal of the contract.

Ownership of Facility Investment. All capital investments and non-removable fixtures in the UWM Virtual Store shall become the property of UWM at the termination, expiration, or non-renewal of the contract.

- If the contract, or extensions thereto, ends for reasons other than poor performance or bankruptcy by the eCampus.com prior to the capital investment being fully depreciated, then UWM will reimburse the eCampus.com for the undepreciated portion of the capital investment in the UWM Virtual Store, and all capital investments and non-removable fixtures shall become the property of UWM.
- If the contract is terminated for poor performance or for bankruptcy, then UWM shall not reimburse the eCampus.com for the undepreciated portion of the capital investment, and all capital investments and non-removable fixtures shall become the property of UWM.
- Depreciation. The capital investment by the eCampus.com in the UWM Virtual Store shall be depreciated on a straight-line basis over five (5) years.
- The facility investment for the UWM Virtual Store must meet UWM standards; must be approved in advance by UWM; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the eCampus.com in conjunction with UWM. Any third-party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by UWM.
- Accounting of Facility Investment. The eCampus.com shall provide UWM with a full accounting of its facility investment, including copies of invoices paid to eCampus.com for the facility investment.
- Design Fees. The Storefront/Kiosk design and planning fees associated with facility improvements shall be incurred solely by the eCampus.com and eCampus.com shall treat all design and planning fees as the eCampus.com's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- Signage. All exterior signage, banners, etc., must adhere to UWM requirements, and the eCampus.com must obtain prior written approval of the signage from UWM.
- Timing of Facility Improvements. The timing of the facility improvements for the UWM Virtual Store/Storefront Kiosk will be coordinated with UWM.

eCampus.com shall provide the final design for storefront/kiosk to UWM as set forth herein. UWM shall be responsible for engaging, overseeing and paying contractor(s) to perform all necessary work for the build out in accordance with the design provided by eCampus.com. eCampus.com shall fully reimburse UWM for expense paid to the contractor(s) within 30 days of receipt of UWM invoice. Both UWM and eCampus.com must provide final signed approval of both the costs and completed work. UWM may separately procure needed equipment and materials for the project, also to be reimbursed by eCampus.com as provided herein.

eCampus.com shall indemnify and hold harmless UWM, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against UWM as a result of the work done by the contractors in regard to the buildout of the storefront/kiosk.

eCampus.com will provide two-day free shipping on textbook/course materials purchased through the UWM Virtual Course Materials Store. The free shipping on the UWM Virtual Course Materials Store will be standard delivery to the Storefront/Kiosk location, the customer's dormitory and/or apartment locations and will not require payment of a membership fee for the term of the agreement. Supplier will make expedited shipping available to the customer at additional charges.

Returns of eCampus.com shipped physical books will be accepted by eCampus.com up to thirty (30) days after the course start date for semester based courses. Return periods for non-semester courses will be determined based on the length of the course.

Adoption Solicitation and Collection: eCampus.com, working with the faculty and/or designated UWM personnel, shall be responsible for collecting adoption data from UWM Faculty. eCampus.com's adoption program will be accessible from, and interface with, the UWM registrar's website. eCampus.com shall be responsible for all integration costs. ECampus.com shall provide timely reports to UWM on the status of adoptions received from the faculty.

Adoption list due dates will be based on UWM's scheduled buyback and school start dates and will be defined during the program launch meeting. eCampus to provide timely reports to UWM on the status of adoptions received from Faculty.

eCampus.com will publish textbook adoption information prior to course registration (i.e. ISBN, Book Edition, etc.) only on the course materials store. Should UWM legal counsel opine that this provision does not comply with the Higher Education Opportunity Act (HEOA) Public Law 110-315, enacted on August 14, 2008, eCampus.com commits to amending this agreement with language satisfactory to UWM legal counsel, to comply with HEOA and this language shall become part of the contract by automatic amendment thereto.

eCampus.com will buy back books from UWM students and staff. Buybacks will be conducted in two (2) methods:

Online book buybacks - UWM students and staff may sell books back to eCampus.com by clicking the "Sell Your Books" button on the UWM Virtual Course Materials Store, with eCampus.com paying the cost of postage thereof.

On-site book buybacks - eCampus.com will conduct book buyback events on the UWM campus with dates and locations targeted to be the most beneficial for the students and the success of the program.

eCampus.com shall provide a textbook adoption form for UWM administration. As part of this process, eCampus.com will: Make sure the materials selected are accurately listed on the UWM Virtual Course Materials Store; Alert the administration to any changes in the status of the books they selected; i.e. out of print, out of stock, substituted to a new edition, etc.; and Work with the faculty and the publishers to ensure timely and accurate delivery of the correct materials.

Inventory Purchase/Bookstore liquidation: eCampus.com will buy back current UWM textbook inventory as follows:

New textbooks that have been adopted for an upcoming semester shall be purchased by eCampus.com up to the quantity of anticipated enrollment at the actual cost to UWM (i.e., publisher's invoice cost).

Used textbooks that have been adopted for an upcoming semester shall be purchased by eCampus.com up to the quantity of anticipated enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of November 2014).

eCampus.com will have right of first refusal for the purchase of non-adopted textbook inventory at a price mutually agreeable between UWM and eCampus.com.

Inventory Payment

eCampus.com shall pay UWM for the Bookstore's textbook/course materials inventory within thirty (30) days from the commencement of the contract.

Credit Memo Purchase

eCampus.com shall purchase from, and pay to UWM, the total amount of current documented unapplied credit memos due to UWM from publishers, wholesalers, distributors, and other course materials providers for UWM Bookstore transactions.

Credit Memo Payment

eCampus.com shall pay UWM for unapplied Bookstore credit memos within ~~sixty~~ (90) days from the commencement of the contract to allow for sufficient time for arbitration.

eCampus.com will provide UWM with a liquidation form, a pricing estimate and specific procedures in order to process the liquidation. In reference to the first contract year inventory buy-back, UWM will ship adopted books in inventory to eCampus.com no later than October 12, 2015.

Apparel.

eCampus.com will feature UWM custom apparel on the UWM Virtual Course Materials Store. Apparel designs and styles require UWM's prior approval. eCampus.com will adhere to UWM's licensing program for the purchase and sale of all UWM logo merchandise. eCampus.com will be responsible for all aspects to include procurement and distribution of custom apparel.

eCampus.com will provide UWM a URL address to place on their Web site's home page to link to the UWM Virtual Course Materials Store hosted by eCampus.com.

eCampus.com will create and design marketing e-mails and flyers to be distributed by UWM to students, faculty and alumni to promote the UWM Virtual Course Materials Store. eCampus.com shall obtain any required approvals for the text and graphic content of all UWM specific marketing materials.

Subject to UWM approval, eCampus.com may place Marketing Materials in orientation session packs and other literature sent to UWM students and parents of UWM students, regardless of media (whether offline or online.)

UWM Virtual Course Materials Store will reflect internet pricing on textbooks. Internet pricing is based on the daily supply and demand of textbooks.

B. UWM Obligations

UWM will provide eCampus.com with physical security services and utilities.

UWM agrees to provide online links to the UWM Virtual Course Materials Store on UWM's Web site home page, A-Z directory, UWM's student information system and other locations to facilitate student access to the UWM Virtual Course Materials Store. UWM will not have other links to advertisers or sponsors on its .edu pages, other than coordination through eCampus.com's rewards program. UWM will reasonably cooperate with eCampus.com to promote the co-branded experience, including via UWM's digital signage network, Twitter, Facebook, etc.

UWM will maintain all building systems (including, but not limited to, all fire sprinklers and other fire and life safety systems, HVAC, mechanical, electrical, plumbing, elevators, water and sewer, all structural portions of the building, all portions of the building other than the interior of the storefront kiosk and the storage area (including the roof of the building), the loading dock, the access areas, and the common areas in good condition repair during the term of this agreement. Such maintenance obligation shall include, without limitation, pest control and replacement of light bulbs on UWM's regular schedule for the project. Subject to UWM's obligations set forth in this section, eCampus.com will maintain the interior portions of the storefront kiosk and the storage area in good condition and repair during the term.

UWM shall assist eCampus.com in the design and construction of the pages by supplying product information as well as text and graphic content to be displayed on the UWM Virtual Course Materials Store and shall provide any required approvals for the text and graphic content thereof. eCampus.com shall be responsible for the creation and maintenance of the Web pages constituting UWM's Virtual Course Materials Store

UWM will allow eCampus.com to set up in multiple locations on campus to conduct book buybacks following each semester.

UWM will collaborate with eCampus.com for eCampus.com's initial PR and press releases, with the initial draft of the press release to be provided to Laura Glawe for review. Ongoing marketing materials to students, faculty, alumni, etc.,

will be developed by eCampus.com and reviewed by UWM. UWM will assist in distributing promotional materials via email and flyers. UWM will provide eCampus.com with an assortment of 'lifestyle' photographs featuring UWM and UWM students, including all rights necessary for commercial use by eCampus.com, in sizes and formats suitable for electronic and print reproduction. Alumni Affairs and University Relations will collaborate with eCampus.com on marketing programs promoting the UWM Virtual Course Materials Store, rewards program and storefront kiosk. UWM must receive a marketing plan from the supplier within ten business days of contract signature.

UWM will allow promotion of events and marketing programs on and off campus by UWM students who are eCampus.com brand ambassadors, using Marketing Materials.

UWM will collaborate with eCampus.com on a minimum of two (2) press releases on the Co-Branded Experience and benefits to UWM, students, alumni, parents of UWM students and UWM faculty, with content to be mutually agreed by the Parties. UWM will also announce the Co-Branded Experience on its Twitter and Facebook accounts.

UWM recognizes that the UWM Virtual Course Materials Store is hosted and operated by eCampus.com and that said site may be subject to temporary shutdowns due to causes beyond eCampus.com's reasonable control.

UWM will explore adding the use of financial aid vouchers and the UWM Panthercard to this contract. If these are adopted, the same will be added as an amendment to the contract.

UWM shall work with eCampus.com, prior to each semester, to agree upon a list of any custom printed class materials that may be required. If these items are not readopted for use in a later term or if UWM cancels the use of the materials, UWM agrees to reimburse eCampus.com its cost for any non-returnable custom items on that list still held in inventory.

5.0 ENTIRE AGREEMENT/ORDER OF PRIORITY

The following documents shall constitute the entire agreement between UWM and Supplier with respect to the subject matter set forth herein: (1) this Contract and documents incorporated by reference; (2) Section 2 of Supplier's response to RFP #D15-048-O; (3) any UWM-issued purchase order; (4) RFP #D15-048-O; (5) Supplier's BAFO response to RFP D15-048-O; and (6) Supplier's response to RFP #D15-048-O. This Contract supersedes all prior proposals, understandings and all other documents, oral and/or written, between the parties.

In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve these conflicts shall be the order the documents are listed above.

No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

UWM shall not be bound by any terms and conditions included in Supplier's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

6.0 ASSIGNED PERSONNEL

UWM reserves the right to interview and approve any personnel assigned under this Contract. Should UWM in its sole discretion become unsatisfied with assigned personnel, UWM may request a replacement and Supplier shall replace assigned personnel. UWM retains the right to interview and approve any subsequent personnel to provide services under this Contract.

7.0 TERMINATION

7.1 By UWM

If for convenience, by providing 150 calendar days written notice. The supplier shall provide commissions or guaranteed payments, as applicable, to UWM within 30 days of contract termination.

If students are failing to receive their textbooks and/or course materials, unless for reasons beyond control of the supplier, this will be considered a material breach with five day notice and no right to cure.

If for failure of the supplier to meet guaranteed payments and/or commissions, a material breach, 60 day notice with 75 day right to cure.

If, for any other material breaches, 30 day notice with 30 day right to cure.

Upon said termination, Supplier shall pay any amounts due UWM with 45 days and provide final reports as mutually agreed upon.

7.2 By Supplier

If UWM materially breaches this contract, by mandating that students move to all digital textbooks/course materials, or makes some other requirement that fundamentally changes the format of materials that students are mandated to utilize. There will be a 150 day notice and no right to cure. It is not a material breach of this contract, if students move to one kind of product over another, of their own volition.

If, UWM materially breaches this contract, there will be 30 day notice with a 60 day right to cure. Failure of faculty to give timely notice of book adoptions will not be considered a material breach by UWM. It shall also not be considered a material breach, if the supplier is unable to provide books in a timely manner, providing they have not been given the information needed to obtain the particular textbooks/course materials they have failed to provide.

In the event of breach, the aggrieved party may notify the other party in writing of such failure. Should the defaulting party fail to remedy the same within the designated period, the aggrieved party shall then have the right to terminate this Contract immediately.

8.0 RETURN OF PROPERTY

eCampus.com, shall, at its sole expense, remove any fixtures/equipment at the expiration, termination, or non-renewal of the contract within ten business days of the expiration, termination, or non-renewal.

9.0 REPORTS

eCampus.com shall report to UWM's Executive Director of Retail Services.

eCampus.com shall:

Monthly - Submit a sales report to the UWM Administration, including sales by category (i.e., new, used, rental, digital, etc.) and total sales for the Virtual Course Materials Store.

Quarterly - Meet with the UWM Executive Director of Retail Services to review the Virtual Course Materials Store's program.

Annually - Make available the eCampus.com CEO to meet with the UWM Executive Director of Retail Services to discuss all aspects of the program. The contractor shall submit a detailed Virtual Course Materials Store financial report to the University. At a minimum, the UWM Virtual Course Materials Store financial report shall include the following:

- Sales by Category/Department
- Total Sales
- Commission Paid to the University
- Other Financial Data, as Requested by the University

Provide UWM with a copy of its company financial statement on an annual basis.

In Addition - UWM reserves the right to request, after reasonable notice, an audit or review of all or any components of the contract between UWM and the successful contractor, including sales records.

10.0 WAIVER

The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

11.0 NOTICES

Notices under this Contract shall be in writing and shall be deemed to have been delivered upon (i) personal delivery, or (ii) as of the second business day after mail by US Mail or (iii) upon next business day if delivered by Federal Express or similar overnight delivery system:

If to UWM

If to Supplier

eCampus.com.com
Attn: Virtual Bookstore Program
2373 Palumbo Drive
Lexington, KY 40509

UW-Milwaukee Purchasing
Attn: Donna Lumsden
2033 E. Hartford Avenue, Suite 180
Milwaukee, WI 53211

12.0 INSURANCE RESPONSIBILITY

Supplier, and any subcontractor used on this contract shall at all times during the term of this Contract maintain the following insurance requirements:

<u>Coverage Type</u>	<u>Minimum Limit</u>
Worker's Compensation	Statutory Limits
• Each Accident	\$100,000
• Disease - Policy Limit	\$500,000
• Disease - Each Employee	\$100,000
Commercial General Liability	
• General Aggregate & Products Liability	\$2 million
• Each occurrence	\$1 million
Automobile Liability	
• Combined single limit	\$1 million

Additional Insured Provision:

- Supplier shall add the "Board of Regents of the University of Wisconsin System, its officers, employees and agents" as an additional insured under the commercial general liability policy.

Other:

- Supplier shall provide proof of such coverage (in the form of policy endorsements or by certificates of insurance that indicate that the holder of the certificate can rely on the representations contained therein and that the certificate confers/extends coverage to the named certificate holder), and proof of current premium payment thereof no less than 10 days prior to the signing of the Contract.
- The policy must be issued with a 60 day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of "A-" and signed by an authorized agent.

UWM reserves the right to require higher or lower limits where warranted.

13.0 CRIMINAL BACKGROUND CHECK

All personnel performing Services for UWM on-site shall be subject to a criminal background check to be performed by UWM at Supplier's expense. Supplier shall obtain prior approval from UWM that Suppliers' personnel have passed the background check before performing services.

14.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:

Reference to or use of the State of Wisconsin or any of its departments, agencies or other subunits, including UWM, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this Contract or procurement shall not be made without prior approval of UWM. Release of broadcast e-mails pertaining to this Contract or procurement shall not be made without prior written authorization of the contracting agency.

Supplier shall not use the UWM Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of UWM.

15.0 UNFAIR SALES ACT

Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

16.0 TAXES

As an agency of the State of Wisconsin, UWM is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

As an agency of the State of Wisconsin, UWM is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. UWM may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

17.0 CHOICE OF LAW/VENUE

This contract shall be governed under the laws of the State of Wisconsin. The state courts of Wisconsin shall be the sole forum for all disputes arising of this contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

18.0 COMPLIANCE

The Supplier shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. UWM reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. UWM also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

19.0 TIMING

Storefront/Kiosk to be completed by the start of the spring 2016 semester which is January 25, 2016. Virtual Course Materials Store must be fully operational by November 1, 2015. Any deviation from these dates must be agreed upon between both parties.

20.0 ANTITRUST ASSIGNMENT

Supplier and UWM recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by UWM. Therefore, the Supplier hereby assigns to UWM any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

21.0 ASSIGNMENT/SUBCONTRACTING

No right or duty in whole or in part of the Supplier under this contract may be assigned or delegated without the prior written consent of UWM.

Supplier shall not subcontract any of the services to be provided under this Contract without the prior written approval of the UWM. It is understood that eCampus.com will be subcontracting the build out of the storefront kiosk.

22.0 NONDISCRIMINATION / AFFIRMATIVE ACTION

In connection with the performance of work under this Contract, the Supplier agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Supplier further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Supplier. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the Supplier must submit the plan to the Pam Beetham (pbeetham@uwsa.edu or 608-263-4584).

The Supplier agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

23.0 PATENT INFRINGEMENT

Supplier selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. Supplier covenants that it will at its own expense defend every suit which shall be brought against UWM (provided that Supplier is promptly notified of such suit, and all papers therein are delivered to

it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

24.0 SAFETY REQUIREMENT

All materials, equipment, and supplies provided to UWM must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

25.0 VENDOR TAX DELINQUENCY

Vendors who have a delinquent Wisconsin tax liability may have their payments offset by UWM.

26.0 PUBLIC RECORDS ACCESS

It is the intention of UWM to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION

Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted services cannot be copyrighted or patented. All data, documentation, and innovations become the property of UWM.

28.0 STUDENT DATA

Supplier acknowledges that student data is protected by both federal and state law. See Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If UWM determines that Supplier has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the UWM may have, UWM shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, UWM may bar Supplier from future UWM contracts for varying periods up to and including permanent debarment.

29.0 DISCLOSURE

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

30.0 HOLD HARMLESS

The Supplier will indemnify and save harmless UWM, its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Supplier, or of any of its contractors, in prosecuting work under this agreement.

31.0 FOREIGN CORPORATION

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

32.0 WORK CENTER PROGRAM

If applicable, Supplier shall agree to implement processes that allow UWM to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the Supplier to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

33.0 FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

34.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Supplier reaffirms that prices in the bid/proposal resulting in this Contract were been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor; Unless otherwise required by law, the prices in the bid/proposal resulting in this Contract were not been knowingly disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

No attempt was made by the Supplier to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

35.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Supplier certifies that that no relationship exists between Supplier and UWM that creates a conflict of interest, and no relationship exists between the Supplier and any other person or organization that constitutes a conflict of interest with respect to a state contract.

Supplier stipulates that during performance of this Contract, Supplier will neither provide contractual services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to the contracting agency.

36.0 DUAL EMPLOYMENT

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

37.0 EMPLOYMENT

Supplier will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Contract without the written consent of the employing agency of such person or persons and of the contracting agency. For the terms of this contract, however, the contractor may consider current bookstore employees for employment.

38.0 CONFLICT OF INTEREST

Private and non-profit corporations are bound by Wis. Stats. §§ 180.0831, 180.1911(1), and 181.0831 regarding conflicts of interests by directors in the conduct of state contracts.

39.0 RECORDKEEPING AND RECORD RETENTION

The Supplier shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The Supplier shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The Supplier will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

40.0 INDEPENDENT CAPACITY OF SUPPLIER

The parties hereto agree that the Supplier, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Supplier agrees to take such steps as may be necessary to ensure that any subcontractor of the Supplier will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Supplier has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income and any fringe benefits that may be offered, including hospital, medical and life insurance, or pension plans. Supplier specifically covenants neither Supplier nor person providing services on behalf of Supplier will file any complaint, charge, or claim with any local, state or federal agency or court in which it is claimed that any person providing services on behalf of Supplier pursuant to this contract s/he is or has been an employee of UWM during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of

any complaint, charge or claim against UWM on Supplier's behalf, Supplier shall request such agency or court to dismiss such matter. Supplier agrees to hold harmless UWM from any claim that a person providing services under this Contract is an employee of UWM and Supplier agrees to indemnify UWM from any costs and/or damages finally awarded against UWM in any such claim or settlement thereof, including without limitation any damages representing any obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of UWM from time to time or if charged with any contribution of taxes required by federal, state or local authorities imposed on or measured by income.

41.0 SUBCONTRACTORS

If use of a subcontractor is agreed to by UWM, the Supplier shall be considered the prime contractor and will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Supplier must clearly explain their participation. It is understood that the contractor will use subcontractors for the purposes of the build out of the storefront/kiosk site.

42.0 SEVERABILITY

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

43.0 COUNTERPARTS

This Contract may be executed in one or more counterparts and transmitted electronically, all of which together shall be one instrument and all of which shall be considered to be duplicate originals.

44.0 IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Supplier's part shall result in irreparable and continuing damage to UWM for which money damages may not provide adequate relief.

45.0 Intellectual Property of UWM

Both parties recognize that it is acquiring no rights to the name or any other intellectual property of the other, except for a limited revocable license to use same for the sole purpose of performing the services hereunder. Each party agrees not to engage in any conduct that would diminish the value of any trademarks, copyrighted material or other intellectual property of the other party. Each party agrees not to use any trademarks, copyrighted material or other intellectual property in an unauthorized manner without prior written consent of the other party.

Supplier agrees that the list of actual or potential corporate/entity sponsors and any script(s) or written materials for any of the marketing/sales messages which Supplier develops in connection with the Services shall be owned exclusively by UWM regardless of their origin and Supplier hereby assigns to UWM any and all rights Supplier may have in such list, scripts or any other intellectual property developed for or used in the performance in the Contract as all shall constitute contracted for work for hire deliverables.

Supplier shall not release corporate/entity account information outside of UWM without UWM's prior written approval.

Supplier agrees to not use in the offering of its services to any non-UWM party promotional or marketing material which states expressly or by fair implication that the UWM endorses Proposer without UWM's prior written approval.

Both parties

46.0 CONFIDENTIAL INFORMATION

Supplier's information labeled as "Confidential Information" will not be disclosed to any third party during, the term of this Agreement and for three (3) years after the termination or cancellation of this agreement, as long as the information labeled as "Confidential" as provided for in State of Wisconsin Document #DOA-3027.

Supplier acknowledges that it may receive confidential information ("Confidential Information") from UWM in the course of performing services under the Contract.

Supplier shall agree to safeguard the Confidential Information using measures that are equal to the standard of performance used by Proposer to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care.

Supplier shall not use any Confidential Information for any purpose except to perform its obligations under the Contract and as otherwise expressly contemplated by the Contract; provided, however, that if Supplier or its representative is requested or required to disclose any Confidential Information, Supplier shall promptly notify UWM of such request or requirement so that UWM may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of the Contract.

The secrecy of the Confidential Information disclosed pursuant to the Contract shall be maintained for such time that the disclosing party maintains its confidentiality. Confidential Information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of an Contract to keep such information confidential or is the result of verifiable independent development by the recipient without the use of Confidential Information.

Absent prior written consent of the UWM signatory on this contract or his/her designee, Supplier shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Supplier is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for UWM under this Contract. Supplier agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by UWM or Supplier under this Contract remains the property of UWM and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of UWM's written or oral request, or final payment, Supplier shall return or destroy all Confidential Information and any copies, extracts and derivatives thereof and shall provide proof of having done so; as well as work product covered by this Contract.

Dated: 7/27/15

Donna J. Lumsden
For the State of Wisconsin on behalf of the Board
of Regents of the University of Wisconsin System
for the University of Wisconsin-Milwaukee

Donna J. Lumsden

Dated: 7/29/15

For eCampus.com

Matt Montgomery

