

UNIZIN CONSORTIUM MEMBERSHIP AGREEMENT

This Consortium Membership Agreement (“Agreement”), dated June 20, 2014 (“Effective Date”), is entered into between the University Corporation for Advanced Internet Development d/b/a/ Internet2 (“Consortium Operator”), on behalf of the Members of the Unizin Consortium (“Consortium”), and University of Florida (“University”). The Consortium Operator and University are each a “Party” and collectively the “Parties.”

Unless otherwise defined herein, the definitions governing this Agreement are the definitions that appear in the Consortium Bylaws, as the same may be amended from time to time, and are hereby incorporated by reference.

1. Purpose

This Agreement establishes the terms of University’s participation in the Consortium, an unincorporated member-owned association created to provide Consortium Members access to an evolving ecosystem of digitally enabled educational systems and collaborations. Upon approval by an applicable Board Resolution, Consortium Operator will negotiate and seek to enter into one or more service agreements (each a “Service Agreement”) pursuant to which each service provider (“Service Provider”) will provide a digitally enabled educational service (each a “Unizin Service”) to Consortium Members. As a Consortium Member, University has a right, but not an obligation, to subscribe to Unizin Services by entering into a service addendum to this Agreement (a “Service Addendum”).

2. Membership Overview

The Consortium was established under the Consortium Charter to provide a structure whereby the higher education community can support the direction and development of an ecosystem of digitally enabled educational systems and collaborations through financial and intellectual property contributions. The governance of the Consortium is specified in the Bylaws. The Founding Investors and initial Members of the Consortium are listed in Appendix A hereto. Subsequent membership in the Consortium is by invitation only to not-for-profit colleges and universities via a formal Consortium Board Resolution.

3. Scope of Membership

3.1. Member Commitments

3.1.1. As a member of the Consortium, University agrees to the following:

3.1.1.1. University will comply with this Agreement (including any applicable Service Addenda), the Consortium Charter, the Consortium Bylaws, and policies and procedures approved by the Consortium Board from time to time and posted on unizin.org.

3.1.1.2. University, as a Founding Investor, shall pay \$1,050,000 to Consortium

Operator, as University's capital investment and membership fees, per the payment schedule attached as Appendix B. For the purposes of this Agreement, each fiscal year shall commence on July 1 and end on June 30. Payment of the capital investment does not obviate University's obligation to pay any other undisputed fees or charges invoiced to University by Consortium Operator if directed by the Consortium Board.

3.1.1.3. Each Founding Investor will designate one person to represent it as a Director on the Consortium Board per the Unizin Consortium Bylaws. Such Director will be appointed for an initial term that will end on June 30, 2019, and the Founding Investor may change its designated Director by sending the Consortium Board a notification from an authorized senior officer of Consortium Member. University's initial Director is set forth on Appendix C.

3.1.1.4. University will designate its Director, or another individual, as University's primary contact and representative to the Consortium ("Member Representative"). The contact information of University's initial Member Representative is set forth in Appendix C. Such Member Representative may, from time to time, be asked to contribute views on proposed Consortium Board Resolutions. University, at its option and consistent with the Unizin Consortium Bylaws, may change its Member Representative by sending the Consortium Board written notification.

3.2. Termination of Membership and Agreement

3.2.1. University may terminate its participation in the Consortium at any time and for any reason by following the procedures for resignation set forth in the Bylaws.

3.2.2. The Consortium Board may terminate the membership of University in the Consortium by following the procedures set forth in the Bylaws.

3.2.3. University will not be entitled to reimbursement for membership fees or capital investments that have already been paid to the Consortium at the time of termination, regardless whether termination is voluntary by University or mandated by the Consortium Board. If University voluntarily terminates its membership in the Consortium, it shall remain responsible for paying the full amount of the capital investment. If the termination of University's membership is mandated by action of the Consortium Board, then University shall be responsible for paying any accrued and prorated fees (including a pro-rated amount of the capital investment payment) that are owed to the Consortium for the then-current fiscal year at the time of termination.

3.2.4. This Agreement shall terminate upon termination of University's participation in the Consortium or dissolution of the Consortium.

3.2.5. All Service Addendums shall automatically terminate upon the termination of this Agreement, termination of University's participation in the Consortium or dissolution of the Consortium. However, termination of Service Addendum in accordance with the terms of such addendum shall not result in the termination of this Agreement or termination of University's participation in the Consortium.

4. Intellectual Property

4.1. No Transfer of IP Rights

4.1.1. Nothing in this Agreement does or is intended to grant or transfer to the Consortium, Consortium Operator, or other Consortium Members or Subscribers any rights, title, or interests in or to any Intellectual Property owned by University, any other Consortium Member, or Consortium Operator. All rights, title, and interests in and to Intellectual Property shall remain the property of the University, Consortium, Consortium Operator or other Member(s) or Subscriber(s), as applicable, who owns the Intellectual Property.

4.1.2. University shall have the right, in its sole discretion, to license Intellectual Property to the Consortium, Consortium Operator and Consortium Members ("licensees") to use in support of the purposes of the Consortium. To the extent licensed Intellectual Property includes open source software, the licensor shall clearly identify the underlying open source software license(s) in its license.

5. Payment Terms and Taxes for Unizin Services

5.1. For each Unizin Service for which University subscribes, University shall pay to Consortium Operator, in U.S. dollars within thirty (30) days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 5.3 below, the applicable fees ("Service Fee(s)"), unless other payment terms are provided in the applicable Service Addendum.

5.2. The Service Fees payable by University to the Consortium Operator for the applicable Unizin Services are based on the rates set forth in the applicable Services Addendum, as such rates may be changed to the extent permitted under the applicable Services Addendum.

5.3. In the event University disputes a particular Service Fee, University shall provide Consortium Operator with written notice of the disputed amount within thirty (30) days of invoice receipt and shall timely pay any undisputed portion of such invoice within thirty (30) days of receipt of such invoice. University shall cooperate in good faith with Consortium in an attempt to resolve any disputed invoice or portion thereof within ten (10) days of the Operator's receipt of notice of dispute. Within five (5) days following

the resolution of a dispute over an invoice or a portion thereof, University shall pay to Consortium the resolved amount of Service Fees if any due Consortium.

5.4. University shall pay any federal, state, and local sales or use tax imposed or based on the Unizin Services that are applicable to University. If University is legally entitled to an exemption from the payment of any taxes, University shall promptly and timely provide Consortium Operator with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims an exemption, naming the applicable Service Provider as the seller on each tax exemption certificate.

6. Other Conditions

6.1. Term. The term of this Agreement will remain in effect from the Effective Date until June 30, 2017 (“Term”). This Agreement will automatically be renewed for an additional term of two years unless either party provides notice of its desire not to renew at least ninety (90) days prior to the end of the Term.

6.2. Further Actions. The Parties agree to prepare, execute and deliver or cause to be prepared, executed and delivered all such other documents necessary or advisable to fulfill the purpose of this Agreement, including, execution of a nondisclosure agreement with Service Providers or other third-party vendors, if necessary.

6.3. Relationship Between the Parties. The Parties are entering into this Agreement as independent contracting parties. Nothing herein shall be construed to create a partnership, agency, or joint venture between the Parties. No Party will hold itself out as being part of, controlled by, or acting on behalf of the other Party. The Parties agree to inform third parties that neither Party is part of the other. However, any Party may inform third parties of the existence of this Agreement.

6.4. Termination of Expiration of Consortium Operating Agreement. If the operating agreement between Consortium Operator and the Consortium (the “Operating Agreement”) terminates or expires, University shall continue to use and pay for each Unizin Service to which it subscribes for the agreed upon term(s) set forth in the applicable Service Addendum pursuant to a separate agreement that shall be entered into between the Members of the Consortium or the Consortium Members’ designee on the one hand and University on the other, in substantially the same form as the applicable Service Addendum (and including the operative terms from the Operating Agreement).

6.5. Disclaimer and Limitation on Liability

CONSORTIUM OPERATOR IS NOT PROVIDING THE UNIZIN SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES OF ANY KIND TO UNIVERSITY, AND THEREFORE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED. CONSORTIUM

OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE UNIZIN SERVICES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES MADE AVAILABLE TO UNIVERSITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE UNIZIN SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO CONSORTIUM MEMBERS. CONSORTIUM OPERATOR WILL NOT BE LIABLE FOR ANY DATA LOSS OR CORRUPTION RELATED TO USE OF THE UNIZIN SERVICES. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM. UNIVERSITY HEREBY WAIVES ANY RIGHT TO BRING A CLAIM AGAINST THE CONSORTIUM OR CONSORTIUM OPERATOR ARISING OUT OF OR IN CONNECTION WITH ANY UNIZIN SERVICES EXCEPT AS EXPRESSLY PERMITTED IN A SERVICE AGREEMENT OR SERVICE ADDENDUM.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON.

NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, REGENTS, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF ANY PARTY, EVER BE PERSONALLY LIABLE TO ANY OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE WILL NOT APPLY IN THE EVENT OF THAT INDIVIDUAL'S WILLFUL MISCONDUCT OR FRAUD.

6.6. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original.

6.7. Good Faith. The Parties agree to act in good faith with respect to each provision of this

Agreement and any dispute that may arise related hereto.

- 6.8. Compliance with Applicable Laws.** Each Party will comply with all applicable laws in connection with the subject matter of this Agreement and its performance under this Agreement.
- 6.9. Assignment.** Consortium Operator may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the University.
- 6.10. Use of the University Name and Marks.** The University acknowledges Consortium Operator's right to make, without the consent of the University, public statements regarding the existence of the contract, its terms and conditions and an accurate description of the products or services being supplied. However, except as permitted by the previous sentence, Consortium Operator shall not make any public statement (for example a press release or any form of advertisement) describing the University's relationship with Consortium Operator or implying or stating the University's endorsement of Consortium Operator or Consortium Operator's product without the prior written consent of the University. The University may withhold its consent in its absolute discretion. Consortium Operator may not under any circumstances use any University trademark or logo without the University's prior written consent.
- 6.11. Survival.** The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination, cancellation or expiration of this Agreement, except as prohibited by applicable law.

Appendix A
Founding Investors

1. Indiana University
2. University of Florida
3. University of Michigan
4. Colorado State University

Appendix B
Payment Schedule

I. Capital Investment

Founding Investors	\$1,050,000
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Payment Terms:	Upon Signing	\$350,000
	July 1 Second Year	\$350,000
	July 1 Third Year	\$350,000

II. Membership Fees

The annual membership fees are waived for Founding Investors through June 30, 2017.