

SUBSCRIPTION AGREEMENT
SIGNATURE INSTRUCTIONS

There are two components to this document:

- (1) Order Form; and
- (2) Subscription Agreement.

Once the order form is signed, subsequent renewals or the addition of new products and services can be initiated without signing another Subscription Agreement, simply through the execution of additional order forms.

1. Please Sign - note that two (2) signatures are required on this document.

- ☐ Order Form, page 2 of this document.
- ☐ Subscription Agreement, usually found on page 11 of this document.

2. Please return all pages of the Order Form and Subscription Agreement.

Order Form No. 1

Software Services:

PRODUCT/ SERVICE	EFFECTIVE DATE	TERMINATION DATE	COST PER MONTH	TOTAL COST ANNUAL
Verba Compare, <u>Exhibit A</u>	x	x	x	x
Verba Collect, <u>Exhibit B</u>	x	x	x	x
Total Software Services Subscription Fee			x	x

Studio, Digital Content Distribution, and Equitable Access:

PRODUCT/SERVICE	Yes	No	CONNECT FEES
Studio, <u>Exhibit C</u>		X	
Digital Content Distribution and Access through Verba Connect, <u>Exhibit D</u> Enables digital content fulfillment and/or Inclusive Access management	X		<u>Non-Participating Publishers/E-Texts Other Than Delivered on Bookshelf</u> : Connect Net Price + 5% transactional fee
VerbaOne Equitable Access through Verba Connect, <u>Exhibit E</u> Target date for EA launch: 1/1/26 Physical Materials and/or Non-VitalSource Assets Billing (select one): Per Unit <input checked="" type="checkbox"/> Per FTE _____	X		<u>Physical Materials and/or Non-VitalSource Assets</u> : \$2/Per Unit or Per FTE (with FPP: \$1/Per Unit or Per FTE)

	By	Title	Signature	Date Signed
Client	Dr. Lynda Villanueva	President		
VitalSource				
Order Form Effective Date		October 1, 2025		

This Order Form is governed by the terms and conditions contained in the Subscription Agreement, dated October 1, 2025, by and between Lee College ("Client") and VitalSource Technologies LLC ("VitalSource") and adds or amends the products/services identified herein.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“**Agreement**”) is made and entered into as of October 1, 2025 (the “**Effective Date**”), by and between VitalSource Technologies LLC (“**VitalSource**”), a Delaware limited liability company, having principal offices at 227 Fayetteville Street, Suite 400, Raleigh, NC 27601, and Lee College (“**Client**”), having principal offices at 200 Lee Drive, Baytown, Texas 77522. VitalSource and Client may collectively be referred to as “**Parties**” and/or individually as “**Party**”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) Bookshelf: means the VitalSource platform where end-users can access eTextbooks, both the online and the offline versions.
- (b) Client Content: means any marks, domain names, logos, proprietary or copyrighted material, software, and other materials of Client that Client provides to VitalSource to facilitate VitalSource’s provision of the Service.
- (c) Client Data: means all electronic data or information submitted by Client or Users when using the Service.
- (d) Client’s Website: shall mean a website URL and associated code and/or other website designated in writing by Client.
- (e) Content Provider: means Digital Content owner that Client may contract with to obtain distribution rights.
- (f) Digital Content: means Content Provider’s owned or licensed content in digital form.
- (g) Digital Content Distribution and Access: means Digital Content access to Users as further defined in Exhibit D.
- (h) Digital Content eTextbooks: means Content Provider’s owned or licensed content in eTextbook form, hosted on Service, and not hosted on a Content Provider’s proprietary platform.
- (i) Digital List Price (“DLP”): means Content Provider’s suggested selling and rental prices for Digital Content.
- (j) Merchant: means an online website, owned by parties other than VitalSource or Client, from which Users may engage in financial transactions for goods and services.
- (k) National Catalog: means Digital Content that VitalSource is authorized and licensed to distribute through third-party resellers and clients.
- (l) Service: means any of the VitalSource tools and services for which Client contracts, Software Services, and Digital Content Distribution and Access, that are provided by VitalSource.
- (m) Software Services and VitalSource Platform: mean Verba Compare, Verba Compete, Verba Collect, Verba Connect, VitalSource Manage, Studio and other applications as updated from time to time by VitalSource.
- (n) Software Services Subscription Fee: means the agreed upon cost of the selected Software Services.
- (o) Users: mean Client’s employees, consultants, and students who use the Service, either directly or through an interface.
- (p) Studio: means the online, web-based digital content authoring platform.
- (q) Verba Compare: means the online, web-based comparison-shopping service through which Users can compare offers from Client and other Merchants provided by VitalSource.

- (r) Verba Collect: means the online, web-based textbook adoption and management service provided for Client and Client's faculty by VitalSource.
- (s) Verba Connect: means the suite of web-based tools that assist Client and course material publishers with managing the distribution of Inclusive Access and Equitable Access course materials provided to Client.
- (t) VitalSource Manage: means VitalSource's proprietary digital content and user management system.
- (u) VitalSource Upload ("Upload"): means a UI-based drag-and-drop utility that will allow authorized representatives of Client to send VitalSource source files and metadata spreadsheets for asset records owned or licensed to Client for internal distribution.
- (v) VitalSource Platform ("Platform"): VitalSource's suite of proprietary software platforms, including Bookshelf, Manage, and Upload.

2. Services

- (a) VitalSource Responsibilities. VitalSource shall:
 - i. Make the Service designated on the Order Form above, as of the Order Form Effective Date, available to Client pursuant to the terms and conditions set forth in this Agreement.
 - ii. In addition to confidentiality obligations in Section 4, maintain the security and integrity of the Service and Client Data.
 - iii. Provide telephone and online standard support to a designated representative of Client at no additional charge.
 - iv. Ensure that the Service performs substantially in accordance with the support documentation.
 - v. Use commercially reasonable efforts to make the Service generally available twenty-four (24) hours a day, seven (7) days a week, except for:
 - Planned downtime (of which VitalSource shall give at least eight (8) hours' notice via the Service or by email); and
 - Any unavailability caused by the actions of the Merchants and Content Providers included in the Service; or, any unavailability caused by circumstances beyond VitalSource's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving VitalSource employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within VitalSource's possession or reasonable control, and network intrusions or denial of service attacks.
- (b) Provider Enhancements. Beyond the obligations of Section 2(a), VitalSource may engage in partnerships with other technology providers to enhance the VitalSource Services. These enhancements are not guaranteed as part of the Service and may cease to be available during the course of this Agreement. Termination or impairment of these enhancements shall not constitute material breach of this Agreement.
- (c) Client Responsibilities. Client is responsible for all activities under Client's User account. Further, Client shall:
 - i. Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data;

- ii. Use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify VitalSource promptly of any such unauthorized use as soon as it is discovered
 - iii. Comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein
 - iv. Provide all required assistance, information, materials, and code to VitalSource to set up the interface to Client's Website and ensure that Client's Website maintains the infrastructure necessary to support the interface.
- (d) Use Guidelines. Client shall not:
- i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement;
 - ii. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
 - iii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights;
 - iv. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs;
 - v. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
 - vi. attempt to gain unauthorized access to the Service or its related systems or networks; or
 - vii. circumvent or disable any technological or security features or measures in the Services, including, without limitation, attempting to discern the source code for the Software Services.
- (e) Publicity. Upon prior notification, either Party may include the name and logo of the other Party's campus store or institution in lists of Clients, vendors, or generic partners on either Party's website, blog, social networking account, and press releases. In addition, VitalSource may use Client Data in a non-identifying manner to publicize the results of Client's use of the Service.

3. Payment Terms.

- (a) Payments. Client will pay to VitalSource the Software Services Subscription Fee as indicated in the initial Order Form due within thirty (30) days of the Effective Date. All other payments hereunder shall be due and payable within thirty (30) days of the applicable invoice, including fees identified in subsequent Order Forms. In the event of any delinquency in any payments due, VitalSource may, at its sole option, suspend use of the Service until all delinquent payments have been made and may require advance payments if it deems it necessary. Client's failure to adhere to the payment obligations under this Section 3 will be considered a material breach of this Agreement. If Client legitimately disputes any amount due hereunder, then Client shall pay to VitalSource all undisputed amounts due, provide to VitalSource a detailed written description and the basis for the Client's dispute, and cooperate with VitalSource in promptly resolving the dispute. All payments shall be made by wire transfer or automated clearing house (ACH) in accordance with the following wire instructions:

Account Number: 4426285036
Attn: VitalSource Technologies LLC

Automated Clearing House (ACH) Domestic Direct Deposits

Bank Routing Number: 111000012 (for ACH items only)
Bank Address: Bank of America, 901 Main St., Lower Level, Dallas TX 75202

Federal Wire & International Transfers

Bank Routing Number: 026009593
Bank Address: Bank of America, 100 West 33rd Street, New York, NY 10001
S.W.I.F.T. (BIC) Code: BOFAUS3N

- (b) Credit Review. Client acknowledges and agrees that VitalSource may conduct periodic credit reviews of Client's account, and Client shall cooperate with VitalSource by providing financial statements and other reasonable information to VitalSource. VitalSource may, in its sole discretion based upon Client's supplied information or other information VitalSource receives, adjust the payment terms and credit limit extended to Client by notifying Client via email or otherwise. If Client has not brought its account in line with the new credit limit within five (5) business days after such notification, VitalSource may, in its sole discretion, take one or more of the following actions:
- i. disable or suspend Client's integration to prevent the further dissemination of Digital Content;
 - ii. convert Client's business model to direct student pay;
 - iii. suspend student User access to Digital Content supplied yet not paid for; and
 - iv. terminate this Agreement.
- (c) Taxes. Client will be responsible for paying any taxes, including sales and use, value added, goods and services and other similar governmental charges, levies or impositions, if any, assessable upon such fees and expenses pursuant to applicable law (excluding taxes imposed upon VitalSource's net income, net worth or capital, or the like) in the manner prescribed by applicable law. Taxes do not include interest, penalties, or additions to taxes. In the event VitalSource determines taxes are applicable to the Services, VitalSource will provide Client with sufficient detail concerning the nature of the product(s) sold or services rendered under this Agreement and the taxes charged with respect thereto to allow Client to verify the accuracy of the taxes charged. If applicable resale and/or other exemptions apply, Client agrees to provide documentation required by the taxing jurisdiction to validate such exemption. Until such time as valid documentation is supplied, VitalSource will be required to charge any applicable tax.

4. Proprietary Rights.

- (a) Reservation of Rights. Client acknowledges that in providing the Service, VitalSource utilizes:
- i. Verba and VitalSource names and derivative names, Verba, VitalSource, and derivative logos, Verbasoftware.com and vitalsource.com domain names, the product and service names associated with the Service, and other trademarks and service marks;
 - ii. certain audio and visual information, documents, software and other works of authorship; and
 - iii. other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information (collectively, "**VitalSource Technology**") and that the VitalSource Technology is covered by intellectual property rights owned or licensed by VitalSource (collectively, "**VitalSource IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the VitalSource Technology

or VitalSource IP Rights are granted to Client, and all such licenses and rights are hereby expressly reserved. The foregoing includes any work performed pursuant to Section 3 above. Upon VitalSource's request, Client shall promptly provide VitalSource with copies of all Client Content required by VitalSource to provide the Services under this Agreement. Client hereby grants to VitalSource a limited, non-exclusive, non-transferable license to use the Client Content solely in connection with providing Services.

(b) Client Restrictions. Client shall not:

- i. modify, copy, or create derivative works based on the Service or VitalSource's Technology;
- ii. disassemble, reverse engineer, or decompile the Service or VitalSource Technology, or access it in order to:
 - build a competitive product or service;
 - build a product or service using similar ideas, features, functions, or graphics of the Service;
 - demonstrate product or service to competitive product or service providers; or
 - copy any ideas, features, functions, or graphics of the Service.

(c) Client expressly authorizes VitalSource to use any Client Data transmitted to VitalSource, except personally identifiable student information ("**Student PII**") and share such Client Data with partners to provide the Service to Client and for other related purposes. In addition, VitalSource is hereby authorized to use any Student PII received pursuant to this Agreement and shared with Client's agreed-upon publishers and related software providers to the extent necessary for the provision of the Service and in compliance with FERPA regulations to the extent applicable.

5. **Confidentiality.**

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Service, the VitalSource Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
- ii. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- iii. was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; and
- iv. is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

(c) Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of

like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

- (d) Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- (e) Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6. Warranties & Disclaimers.

- (a) Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. VitalSource represents and warrants that:

- i. it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof;
- ii. it owns or otherwise has sufficient rights to the Service and the VitalSource Technology to grant the rights and licenses granted herein; and
- iii. the Service and VitalSource Technology do not infringe any intellectual property rights of any third party.

VitalSource will use commercially reasonable efforts to correct or repair any non-conformance to such warranty standards of the Service. If VitalSource is unable to correct or repair any such non-conformance, Client may terminate this Agreement.

- (b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VITALSOURCE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VITALSOURCE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- (c) Mutual Indemnification.

- i. Client Indemnification. Client shall, at its own expense, defend, hold harmless and indemnify VitalSource and its affiliates, and their officers, directors, employees and contractors, from any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Liabilities**") to the extent such Liabilities arise out of or in connection with any third party claim that the Client Website or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party. VitalSource shall promptly notify Client in writing of any such claim and allow Client to control the defense and settlement of such claim, provided that VitalSource may participate in the defense and settlement at its own expense with counsel of its own choosing. Client shall not agree to any settlement of claims against VitalSource or other indemnified parties, without VitalSource's prior written consent.
- ii. VitalSource Indemnification. VitalSource shall, at its own expense, defend, hold harmless and indemnify Client and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Service as provided by VitalSource hereunder, infringes any patent, copyright, trademark, trade secret, moral or any other

intellectual property rights of such third party. Client shall promptly notify VitalSource in writing of any such claim and allow VitalSource to control the defense and settlement of such claim, provided that Client may participate in the defense and settlement at its own expense with counsel of its own choosing. VitalSource shall not agree to any settlement of claims against Client or other indemnified parties, without Client's prior written consent. VitalSource shall have no obligation pursuant to this paragraph for claims or Liabilities to the extent same result from VitalSource's compliance with the Client's detailed specifications. This paragraph states VitalSource's sole liability and Client's exclusive remedy in respect of any intellectual property infringement.

7. Limitation of Liability.

- (a) Limitation of Liability. THE TOTAL LIABILITY OF EACH PARTY FOR ANY DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY AND/OR OTHERWISE) SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO VITALSOURCE HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO THE ACT GIVING RISE TO THE LIABILITY.
- (b) Exclusion of Consequential and Related Damages. EXCEPT FOR BREACHES OF CONFIDENTIAL INFORMATION AND THIRD PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY LOSS OF DATA OR GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- (c) Limitation of Action. Except for actions for non-payment or breach of either Party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action has accrued.

8. Term and Termination.

- (a) Term of Agreement. The term of this Agreement shall begin on the Effective Date and continue for one (1) year (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for additional four (4) year terms (each, a "**Renewal Term**"), unless either Party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
- (b) Software Services Subscription Fee after the Initial Term. A new Order Form must be submitted prior to or during any Renewal Term to maintain Services that are subject to a Software Services Subscription Fee.
- (c) Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- (d) Outstanding Fees. Termination shall not relieve VitalSource of the obligation to pay any fees or Commissions accrued or payable to Client prior to the effective date of termination.

9. General Provisions.

- (a) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

- (b) Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email.
- (c) Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- (d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court 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.
- (e) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that neither Party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the consent of the other Party, except that either Party may, without the consent of the other Party and upon notice to the other Party, assign or transfer this Agreement in whole or in part to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of the business unit conducting the business of such Party.
- (f) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The state and federal courts located in or near Travis County, Texas, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.
- (g) Export Control Laws. Each Party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
- (h) Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- (i) Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the Effective Date.

VITALSOURCE TECHNOLOGIES LLC

LEE COLLEGE

Signature: _____

Signature: _____

Name: _____

Name: Dr. Lynda Villanueva

Title: _____

Title: President

Date: _____

Date: _____

EXHIBIT A
Verba Compare

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Compare, subject to the terms and conditions herein.

1. Definitions.

- (a) Commission: means fees paid to VitalSource from Merchant and from VitalSource to Client.
- (b) Client's Website: shall mean a website and the associated code comprising same and/or other websites designated in writing by the Client.

2. Rights Granted.

- (a) VitalSource hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Compare to provide Users comparison offers from Client and other Merchants provided by VitalSource.

3. Affiliate Merchant Relations and Integration.

- (a) If Client utilizes Verba Compare, VitalSource shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.
- (b) If Client utilizes Verba Compare, VitalSource and Client will jointly agree upon Merchants to be included in Verba Compare for Client. Should one or more Merchants cease operations or withhold functionality necessary for inclusion in Verba Compare, VitalSource and Client shall jointly agree upon alternative Merchant(s).
- (c) If Client utilizes Verba Compare, then Client warrants its receipt of applicable program terms for the Merchants included in Verba Compare to Client.
- (d) If Client violates the terms of service for one of the Merchants included in Verba Compare, VitalSource, at its discretion, may determine that violation to be cause for immediate termination of this Agreement or may remove the relevant Merchant from the Service to Client.
- (e) If Client utilizes Verba Compare, then Merchants, their agents and associated advertisers, included in Verba Compare are expressly exempt from any liability to Client. Client understands and agrees that VitalSource has several agreements with Merchants and that when Users utilize Verba Compare, certain of these Merchants will be recommended as websites for Users to make purchases. In conjunction with these purchases, VitalSource may be entitled to Commissions.
- (f) VitalSource will pay Client a Commission per purchase via Verba Compare at the rates for the period in which the Commission is generated as described in the support documentation.
- (g) VitalSource will issue to Client payment of Commissions received from each Merchant twice a year. Commissions earned from October 1 – February 28/29 will be paid in May, and commissions earned from March 1 – September 30 will be paid in November. VitalSource may withhold payment of Commissions to Client if Client's account falls into delinquency.
- (h) In the event that any Merchant in Verba Compare terminates its relationships with VitalSource or with a class of participants that VitalSource believes includes Client or VitalSource, VitalSource will inform Client of this event and offer to promptly remove Merchant from Client's Verba Compare. Upon being informed of affiliate termination, Client may choose to remove the terminating Merchant from Verba Compare by informing VitalSource.

- (i) In the event that a Merchant terminates as described in this Section, and Client chooses to retain the Merchant in the Service, Client will be responsible for establishing their own affiliate relationship(s) with Merchants and for the collection of their own future affiliate Commissions from said Merchants for the duration of the Agreement.

EXHIBIT B
Verba Collect

Client, if indicated on Order Form, desires to obtain a license to access and use Verba Collect, subject to the terms and conditions herein.

1. Verba Collect Terms.

- (a) VitalSource hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Verba Collect, in order to provide Users web-based textbook adoption and management service provided for Client; and
 - i. if Client utilizes Verba Collect, VitalSource shall make available a standard interface that allows the relevant Service(s) to be utilized from Client's Website.

EXHIBIT C
Studio

Client, if indicated on Order Form, desires to obtain a license to access and use Studio, subject to the terms and conditions herein.

1. Studio Terms. VitalSource hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable (except as set forth in the assignment provisions herein) right to access and utilize Studio to create and customize Digital Content in accordance with the terms of this Agreement and/or to use the Upload feature governed by these Studio terms. Client hereby grants a limited, non-exclusive license to VitalSource solely to host Digital Content uploaded, modified and/or created by Client or Client's authorized users ("Client Digital Content") for the purposes of enabling Client to access and use Studio or Upload and to produce Client Digital Content.

2. Additional Representation and Warranties; Indemnification. Client represents and warrants to VitalSource with respect to Client Digital Content that: (a) Client is owner or authorized licensee of all rights necessary and appropriate to access and use Studio to create and modify the Client Digital Content, as well as to grant to VitalSource the license to host and enable such Client Digital Content; (b) it does not and shall not infringe any copyright, trademark, trade secret or other intellectual property or proprietary right, or violate any right of privacy, publicity or other right of any person; (c) it does not and shall not violate any applicable laws or regulations, including without limitation any export controls; (d) it does not and shall not contain any recipes, formulae or instructions that, if implemented, might be injurious to the End-User or others; and (e) it does not and shall not contain any viruses, Trojan horses, trap doors, worms or any other malicious computer programming routines that might damage a computer system. Client shall, at its own expense, defend, hold harmless and indemnify VitalSource and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third party claim that the Client Digital Content or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party.

3. Fees.

Module	Fee	Description
Platform and maintenance	Waived	Unlimited products and users. Client Digital Content developed in Studio can only be distributed to end-users via an ingestion into the VitalSource Bookshelf platform. Please contact your representative if you would like permission to download or deliver content through a distribution platform other than VitalSource Bookshelf.
Distribution through Bookshelf (IA)	\$4.00 per unit	Client acknowledges that the Price Per Title shall be \$4.00 in Inclusive Access/course fee, or institution paid models, and Client shall pay per Code as per Exhibit D.
Distribution through Bookshelf (non-IA)	\$7.00 per unit	Client acknowledges that the Price Per Title shall be \$7.00 in all other scenarios, and VitalSource shall charge Client or Client's students as per Exhibit D.

Payment Terms: VitalSource shall submit quarterly invoices for the units (Codes) based on the fees outlined above. Statements for each invoice period shall be appropriately detailed to support the activity reported during the statement period. VitalSource shall forward all invoices, statements, and payments to a designated address provided by Client and Client shall have forty-five (45) days to pay any such invoice. Each Party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement.

EXHIBIT D
Digital Content Distribution and Access

Client, if indicated on Order Form, desires to obtain a license to access the VitalSource Platform, in order to provide access to Digital Content for its faculty, staff and students, subject to the terms and conditions herein.

1. Definitions.

- (a) Census: means the date on which each course enrollment is closed, and the official number of enrolled students is determined.
- (b) Codes: means the codes that provide access to Digital Content to the Client's faculty, staff, and students when redeemed in Bookshelf or on Content Provider's hosted platform.
- (c) Connect Net Price: means the price of each title be as agreed between Client and Content Provider(s) and between Client and VitalSource, as applicable, to Client or if leveraging VitalSource's National Catalog shall be the National Price.
- (d) Connect Unit: means each Billable Unit for which Client utilizes the Verba Connect platform.
- (e) Inclusive Access: means the program by which course materials are provided to students electronically through a mandatory or opt-out payment policy through institutional billing to students.
- (g) Net Proceeds: proceeds received by VitalSource by reason of the sale or distribution of Digital Content to Users, less any discounts, commissions, service fees, returns, refunds or cancellations.
- (h) Non-VitalSource Assets: means Digital Content owned or licensed by the Client which may or may not exist in the National Catalog, and for which VitalSource is not expected to remit payment to a Content Provider or other content owner. Examples of these items may include library records, OER not available in the National Catalog, and other web assets.
- (i) Participating Publisher: means Content Providers who have contractual terms with VitalSource and pay VitalSource a fulfillment fee.
- (j) Payment Agent: means when Client purchases Digital Content directly from Content Providers and authorizes VitalSource to bill Client on Content Provider's behalf.
- (k) Physical Materials: means Client owned or licensed items in non-digital form. Examples of these items include print books, kits, supplies, technical hardware, printed access cards, and lab manuals.
- (l) Price Per Title: means the price of each title be as agreed between Client and Content Provider(s) and between Client and VitalSource, as applicable, to Client or if leveraging the National Catalog shall be the DLP.

2. Rights Granted.

- (a) Content License Granted to Client. Subject to the terms and conditions set forth in this Agreement, VitalSource hereby grants to Client for the term of this Agreement a nontransferable, nonexclusive limited license to access and use Digital Content distributed to Client through the VitalSource Platform, solely for educational purposes, and solely for use by Client's faculty, staff and students. All uses of the Digital Content are subject to the following conditions:
 - (i) Client may not erase, delete, or modify any proprietary notices;
 - (ii) Client agrees that it shall not distribute, copy, publish, or display the Digital Content except as provided in this Agreement;

- (iii) Client agrees that it shall not allow the Digital Content to be provided by Client to various resellers, distributors and/or other third parties without the express written permission of VitalSource; and
 - (iv) Client acknowledges and agrees that each Client User of the Digital Content shall be required to assent to the Terms and Conditions of Use, as modified from time to time in VitalSource's sole discretion, found at <http://support.vitalsource.com>.
- (b) Platform License Granted to Client. Subject to the terms and conditions set forth in this Agreement, VitalSource grants to Client a non-exclusive, non-sublicensable, and non-transferable license to access and use the VitalSource Platform to distribute Digital Content to authorized Users. If applicable, VitalSource grants to Client the right to link or integrate the VitalSource Platform with Client's learning management system, or other Client IT system in order to enable the distribution of Digital Content as provided herein. Access to and use of certain VitalSource APIs may be subject to additional terms and conditions provided through VitalSource's API portal website. Such terms and conditions must be acknowledged and assented to prior to access and use of such APIs. Client shall not, and shall not permit its appointed authorized users (each an "**Authorized VitalSource Platform User**") to: (i) allow anyone other than Authorized VitalSource Platform Users to access and use the VitalSource Platform; (ii) use the VitalSource Platform for any technology-based service business in which their sole business purpose is to make its resources (computers, people) available to others in volume for a fee, including but not limited to a merge/purge, list maintenance, or fulfillment service. Client shall not reverse assemble or reverse compile in whole or in part the VitalSource Platform. If Client becomes aware of unauthorized access or the misuse of the VitalSource Platform, it shall immediately notify VitalSource of the same.
- (c) Digital Content License Granted to VitalSource. Insofar as Client owns Digital Content or has licensed Digital Content from Content Providers, Client hereby grants to VitalSource for the term of this Agreement, a non-transferable, non-exclusive, limited license (without the right to sublicense) to provide Client and its Users with access to such Digital Content, consistent with the license terms Client obtained from Content Providers, through the VitalSource Platform, solely for the purpose of VitalSource performing its obligations under this Agreement.
- (i) Client represents and warrants to VitalSource with respect to Client Digital Content that: (a) Client is owner or authorized licensee of all rights necessary and appropriate to access and use Upload to ingest the Client Digital Content, as well as to grant to VitalSource the license to host and enable such Client Digital Content; (b) Client is distributing Client Digital Content to Users affiliated with Client; (c) it does not and shall not infringe any copyright, trademark, trade secret or other intellectual property or proprietary right, or violate any right of privacy, publicity or other right of any person; (d) it does not and shall not violate any applicable laws or regulations, including without limitation any export controls; (e) it does not and shall not contain any recipes, formulae or instructions that, if implemented, might be injurious to the User or others; and (f) it does not and shall not contain any viruses, Trojan horses, trap doors, worms or any other malicious computer programming routines that might damage a computer system. Client shall, at its own expense, defend, hold harmless and indemnify VitalSource and its affiliates, and their officers, directors, employees and contractors, from any and all Liabilities to the extent such Liabilities arise out of or in connection with any third-party claim that the Client Digital Content or any part thereof, infringes any patent, copyright, trademark, trade secret, moral, or any other intellectual property rights of such third party. Client shall remain solely responsible for any royalties owed to authors or contributors of Client Digital Content.
 - (ii) File and Metadata Submission. Client will submit to VitalSource metadata and Client Digital Content files that meet the requirements defined in VitalSource documentation made available to Client during onboarding. Client shall make representations in the metadata as to whether content meets the accessibility standards set forth in these requirements and Client acknowledges that this information may be visible to Users.

- (iii) Fees. Client acknowledges that the Price Per Title shall be four dollars (\$4.00) in inclusive access/course fee, or institution paid models, and seven dollars (\$7.00) in all other scenarios.
- (iv) Branded digital store. When Client distributes Client Digital Content to Users through Client's branded digital store, VitalSource shall pay to Client the Net Proceeds. Payment to Client is due and payable within sixty (60) days of the end of the calendar month in which such sales occurred, but no sooner than VitalSource has collected from the User. VitalSource will invoice Client the applicable fee per unit. At VitalSource's sole discretion, VitalSource may elect to provide a consolidated invoice. In such cases, VitalSource would report the Fees due at the same time as Compensation and deduct Fees from Compensation.

3. Pricing and Reporting.

- (a) Content Pricing. If Client enters or modifies prices in the VitalSource Platform, then VitalSource is not liable for the accuracy of aforementioned prices and resultant payment amounts to third parties.
- (b) Pricing Restrictions. If Client uses the National Catalog, certain Content Providers' prices may not be altered by the Client. The list of Content Providers with aforementioned pricing restrictions can be provided to Client upon request.

4. Verba Connect: Inclusive Access Management.

- (a) Verba Connect: Inclusive Access Management. If indicated on the Order Form, Client will use Verba Connect to manage their Inclusive Access program and hereby designates VitalSource as Client's exclusive Payment Agent for Inclusive Access unit payments owed to Content Providers and related software providers.
- (b) Verba Connect Content Distribution
 - (i) Verba Connect For Participating Publishers. For Participating Publishers, Client shall collect and remit to VitalSource the Connect Net Price for each Connect Unit payable as defined below. Upon request, VitalSource will provide Client with a written list of Participating Publishers
 - (ii) For Non-Participating Publishers or E-Texts Other than Those Delivered Through Bookshelf. VitalSource shall be Payment Agent and Client shall collect and remit to VitalSource the Connect Net Price for each Connect Unit plus the five percent (5%) VitalSource transactional fee for each Connect Unit payable as defined below.
 - (iii) Verba Connect Technology Fee for Distribution of Physical Materials and/or Non-VitalSource Assets. The Verba Connect platform provides Client the ability to distribute and facilitate access to Physical Materials and Non-VitalSource Assets. For each unit of this kind facilitated by the Verba Connect platform, Client shall remit a Technology Fee of \$2.

5. Payments and Fees.

- (a) "Billable Units" shall be:
 - (i) For Inclusive Access Based Courses: The number of enrolled students for each identified course as of Census, minus any students that use an Opt-Out Process if one is identified, multiplied by each unique title assigned.
 - (ii) All Other: All Codes created by Client's students via a point of sale, ecommerce sale, learning management system link or sale, through an opt-in program, or any other method.
- (b) Opt-Out Process. If applicable, VitalSource and Client shall mutually approve an opt-out mechanism, subject to the provisions of Content Provider agreements and/or prior to the start of the semester.

- (c) Enrollment Reporting. If payments require reporting from the Client, Client shall provide reports that detail:
 - (i) each title and its ISBN, per course; (ii) the total number of enrolled students, per title, per course, as of Census; and (iii) the Price Per Title, when applicable. Client will deliver such reports to VitalSource within fifteen (15) days of each course Census.
- (d) Client shall be invoiced for the number of Billable Units at the Price Per Title or the Connect Fees if it is a Connect Unit, unless the Content Provider, Client, and VitalSource have agreed that the Content Provider shall directly bill the institution. In that case VitalSource shall bill Content Provider in accordance with its agreements with such Content Providers.
 - (i) Client POS and Branded Store Ecommerce Discount. If Client resells Digital Content from the National Catalog through Client's point of sale that has a direct VitalSource provided integration or through VitalSource's branded store ecommerce, then those Billable Units shall have a discount for the sales of Digital Content eTextbooks hosted on Bookshelf and Digital Content Courseware hosted by Publishers at the rates for the period in which the transaction is generated as described in the support documentation.

EXHIBIT E
VerbaOne Equitable Access

Client, if indicated on Order Form, desires to obtain a license to access the VitalSource Platform, in order to administer a digital-first Equitable Access program for its faculty, staff, and students, subject to the terms and conditions herein. Sections 1, 2, and 3 of Exhibit D are incorporated by reference in this Exhibit E. For all students who opt out of EA, the terms and conditions of Exhibit D shall apply.

1. Definitions.

- (a) Equitable Access or “EA”: means the program by which all required course materials are provided to students through a mandatory or opt-out payment policy through institutional billing to students.
- (b) Per Unit: means per item of Physical Materials and/or Non-VitalSource Assets.
- (c) Per FTE: means per full-time equivalent student as initially indicated on the Order Form, and as may be updated by the Integrated Postsecondary Education Data System (IPEDS).

2. Verba Connect: Equitable Access Management

- (a) Verba Connect: Equitable Access Management. If indicated on the Order Form, Client will use Verba Connect to manage their Equitable Access program and hereby designates VitalSource as Client’s exclusive Payment Agent for Equitable Access unit payments owed to Content Providers and related software providers.
- (b) Pricing & Consultation Acknowledgment. Client acknowledges that it has provided enrollment, saturation, pricing, and other data used by the Parties to inform and influence its EA pricing and program policies to students. Any incorrect data or assumptions may result in pricing discrepancies, and Client shall be fully responsible for impact of such discrepancies. VitalSource shall not be liable for the accuracy of any analyses, estimates, errors or omissions, or miscalculations related to the pricing of course materials.
- (c) Verba Connect Content Distribution
 - (i) Verba Connect Fees for Participating Publishers. Client shall remit to VitalSource the Connect Net Price for each Connect Unit distributed via Verba Connect and the VitalSource Platform. Upon request, VitalSource will provide Client with a written list of Participating Publishers.
 - (ii) Verba Connect Technology Fees for Non-Participating Publishers or E-Texts Other than Those Delivered Through Bookshelf. VitalSource shall be Payment Agent and Client shall collect and remit to VitalSource the Connect Net Price for each Connect Unit plus the five percent (5%) VitalSource transactional fee for each Connect Unit payable as defined below.
 - (iii) Verba Connect Technology Fee for Distribution of Physical Materials and/or Non-VitalSource Assets. The Verba Connect platform provides Client the ability to distribute and facilitate access to Physical Materials and Non-VitalSource Assets. For each unit of this kind facilitated by the Verba Connect platform, Client shall remit a Technology Fee of \$2.

3. Payments & Fees.

- (a) Billable Units shall be:
 - (i) For Equitable Access-based courses. The number of enrolled students for each identified course as of Census, minus any students that use an Opt-Out Process if one is identified, multiplied by each unique title assigned.

- (ii) All Other (including content distributed to students that Opt-Out): All Codes created by Client's students via a point of sale, ecommerce sale, learning management system link or sale, through an opt-in program, or any other method.
- (b) Opt-Out Process. If applicable, VitalSource and Client shall mutually approve an opt-out mechanism, subject to the provisions of Content Provider agreements and/or prior to the start of the semester.
- (c) Client shall be invoiced for the number of Billable Units at the Connect Net Price or the Connect Fees.
- (d) Enrollment Reporting. If payments require reporting from the Client, Client shall provide reports that detail:
 - (i) each title and its ISBN, per course;
 - (ii) the total number of enrolled students, per title, per course, as of Census; and
 - (iii) the Price Per Title, when applicable.Client will deliver such reports to VitalSource within fifteen (15) days of each course Census.
- (e) Verba Connect Technology Fee for Distribution of Physical Materials and/or Non-VitalSource Assets. The Verba Connect platform provides Client the ability to distribute and facilitate access to Physical Materials and Non-VitalSource Assets. For Clients on a three year or greater Future Proof Partnership agreement, For each unit of this kind facilitated by the Verba Connect platform, Client shall remit a \$1.00 Per Unit or Per FTE fee (as indicated on the Order Form). If Client terminates or otherwise violates the Future Proof Partnership before completing a three year or greater term, VitalSource shall invoice Client subsequent fees at \$2.00 Per Unit or Per FTE.
- (f) The above-described \$1.00 fee is waived the first year on a five (5) year Future-Proof Partnership agreement. Clients electing to pay Per FTE shall be billed annually on January 1 based on the FTE number identified on the Order Form, or as subsequently reported by the IPEDS. For subsequent anniversaries of this Agreement, the Client may change their billing election (FTE or UNIT) for Physical Materials and/or Non-VitalSource Assets annually on the anniversary date of this agreement by requesting and signing a modified order form. Clients electing to pay Per Unit will be billed pursuant to the terms of this Agreement.

SCHEDULE A
'Future-Proof Partnership' ("FPP") Terms and Conditions

Client desires to obtain a license to access Verba Compare and Verba Collect, as indicated in the Order Form, and desires VST to waive associated Software Services Subscription Fees subject to the terms and conditions herein.

1. Definitions.

- (a) Verba Compare Preferred Partner: means an affiliate retailer whose purchase offers receive special promotion above other affiliate retailers in the Verba Compare application. Verba Compare Preferred Partners are identified on www.vitalsource.com/verba/affiliate-commissions.
- (b) White Label Store: means a VitalSource e-commerce website branded on behalf of Client and including Client's custom catalog of assets and pricing.
- (c) Full-Service Retailer: means an affiliate retailer from whom VST receives affiliate commissions and distributes a share thereof to Client.
- (d) Per Unit: means per item of Physical Materials and/or Non-VitalSource Assets.
- (e) Per FTE: means per full-time equivalent student as initially indicated on the Order Form, and as may be updated by the Integrated Postsecondary Education Data System (IPEDS).
- (f) FPP Expiration Date:

2. Rights Granted.

- (a) Software Services Subscription Fee Waived. Where an Order Form states 'Waived per Schedule A' the indicated product will have no Software Services Subscription Fees, however, Section 2 in this Schedule will apply in its entirety.
- (b) Verba Connect Technology Fee for Distribution of Physical Materials and/or Non-VitalSource Assets. The Verba Connect platform provides Client the ability to distribute and facilitate access to Physical Materials and Non-VitalSource Assets. For Clients on a three year or greater Future Proof Partnership agreement, For each unit of this kind facilitated by the Verba Connect platform, Client shall remit a \$1.00 Per Unit or Per FTE fee (as indicated on the Order Form). If Client terminates or otherwise violates the Future Proof Partnership before completing a three year or greater term, VitalSource shall invoice Client subsequent fees at \$2.00 Per Unit or Per FTE.

The above-described \$1.00 fee is waived the first year on a five (5) year Future-Proof Partnership agreement. Clients electing to pay Per FTE shall be billed annually on January 1 based on the FTE number identified on the Order Form, or as subsequently reported by the IPEDS. For subsequent anniversaries of this Agreement, the Client may change their billing election (FTE or UNIT) for Physical Materials and/or Non-VitalSource Assets annually on the anniversary date of this agreement by requesting and signing a modified order form. Clients electing to pay Per Unit will be billed pursuant to the terms of this Agreement.

- (c) VST as Primary Digital Content Provider. Client shall designate VST as their primary 'Digital Content Provider,' which entails that:
 - (i) VST shall be the only Digital Content Provider enabled in Client's in-store and online point-of-sale system. Client hereby permits its point-of-sale provider to share data with VST for the sole purpose of confirming compliance with this provision.

- (ii) VST shall be Client's preferred multi-publisher Digital Content Provider for vending and enabling Digital Content access through Client's institutional learning management system (LMS). Client will make a good faith effort to promote VST as its preferred multi-publisher Digital Content Provider for LMS content delivery and will not endorse or promote any alternative multi-publisher platforms.
 - (iii) VST shall be Client's only Digital Content Provider designated as a Verba Compare Preferred Partner. Client can activate other Digital Content Providers in Verba Compare, but shall neither ascribe the Verba Compare Preferred Partner designation to them nor rename them from their default retailer name.
 - (iv) VST's Verba Connect service shall be used for all Inclusive Access programs, units, and transactions by Client pursuant to the terms set forth in Exhibit D. At VST's discretion, an alternative VST platform may be implemented on behalf of Client for Inclusive Access management.
 - (v) VST shall provide to Client a White Label Store for digital course materials e-commerce. Client shall not direct, redirect or link students to an alternative Digital Content Provider's standard e-commerce or white label store from Client's website.
- (d) Verba Compare Activation and Commissions.
- (i) Client shall include top-level navigation links to Verba Compare from Client's website. If Client's website is integrated to display Verba Compare offers within its native course materials shopping experience, Client may choose to activate this integration in lieu of including top-level navigation links to Verba Compare.
 - (ii) VST shall pay to Client 50% of all affiliate commissions from Full-Service Retailers earned through Client's Verba Compare implementation as described in VST's support documentation at www.vitalsource.com/verba/affiliate-commissions.
- (e) Termination.
- (i) VST reserves the right to terminate both its and Client's obligations under this Schedule if, after one (1) year following the Effective Date of this Agreement, Client has not yet managed any billable Inclusive Access units through Verba Connect or an alternative VST Inclusive Access management platform. In the event such right to terminate is exercised, the Parties may choose to execute a revised Order Form or terminate this Agreement in full.
 - (ii) If Client terminates or otherwise violates the terms of this Schedule prior to FPP Expiration Date, VST shall invoice Client for all fees previously waived or reduced pursuant to this Schedule and as reflected in the Order Form, and Client shall pay this invoice within thirty (30) days of the date thereof.