

AGREEMENT

THIS AGREEMENT (the "Agreement"), effective as of December 15th, 2016, is by and between The University of North Carolina at Chapel Hill, a nonprofit educational institution ("UNC"), for its UNC Kenan-Flagler Business School, whose address is McColl Building, Chapel Hill, NC 27599-3490, and Time Inc., a Delaware corporation having an office at 225 Liberty Street, New York, NY 10281, for its brand FORTUNE ("Fortune"). UNC and Fortune are referred to collectively in this Agreement as the "parties" and individually as a "party."

WITNESSETH:

WHEREAS, The University of North Carolina at Chapel Hill is a world class educational institution and includes the Kenan-Flagler Business School ("UNC Kenan-Flagler") as one of its professional schools;

WHEREAS, UNC has determined a demand for certain online courses in certificate programs focused on enterprise leadership and business acumen;

WHEREAS, UNC and Time Inc. have agreed to make a substantial investment into the development, promotion and administration of the Programs (as defined below) and to perform the work and furnish services as described in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the sufficiency of which is acknowledged, the parties agree hereby as follows:

Definitions. Capitalized terms shall have the respective meanings ascribed to such terms herein or as set forth below:

"Archive Segment" means a video interview of one or more corporate executives created by Fortune prior to the Effective Date on topics that are relevant to a Program and suitable for integration into online course content.

"Change in Control" means (i) any merger, consolidation, acquisition or similar transaction(s) resulting in the stockholders of Fortune immediately before such transaction or transactions not retaining a majority of the voting power of the surviving entity (but excluding a change in ownership resulting from the sale of greater than fifty percent (50%) of ownership in Fortune as part of a public offering), or (ii) a sale of all or substantially all of Fortune's assets.

"Competitive Program" means any business education certificate program that is (1) created or first offered during the Term based in the United States by Fortune in conjunction with an accredited college or university, (2) directed to mid-level or emerging managers and (3) marketed or identified using a Fortune Program Brand that includes a Fortune Mark licensed hereunder. Anything in the foregoing to the contrary notwithstanding, "Competitive Program" does not include any educational program that is branded under a mark or marks of a Time Inc. property or one of its wholly owned affiliates other than a Fortune Program Brand, or cobranded with the marks of two or more Time Inc. properties or those of its wholly owned affiliates (such as, for example, FORTUNE and Travel + Leisure), or which is based outside of the United States, or which was created or first offered prior to the Effective Date, or any event, conference, event series or conference series.

"Composite Material" has the meaning ascribed to it in Section 5(E).

"Confidential Information" has the meaning ascribed to it in Section 10.

"Course" means an individual online course. A Course may also include occasional in-person meetings and activities.

"Custom Program" means a customized Program developed for a specific audience and purpose (for example, a certificate created for a specific audience within the U.S. Army, such as women leadership).

"Effective Date" means the date set forth in the preamble above.

"Fiscal Year" means a period starting July 1 and ending on June 30 of the following calendar year.

"Fortune Intellectual Property" means Intellectual Property owned by Fortune, Time Inc. or any of their parent companies, affiliates or subsidiaries, whether created prior to, independent of or pursuant to the Agreement, including without limitation the Archived Segments and Produced Segments.

"Fortune Program Brand" means a Fortune brand that is being used to identify a Program offered pursuant to this Agreement or a Program that the parties are making active good faith efforts to offer pursuant to this Agreement.

"Fortune Program Material" means Fortune Intellectual Property that Fortune has designated as being available for use by UNC in connection with the Programs.

"Intellectual Property" means any material, information or property that is subject to Intellectual Property Rights.

"Intellectual Property Rights" means all copyrights, trademark rights and other intellectual property rights existing under applicable law.

"Mark" means a trademark, trade name, service mark or other indicator of origin.

"Online Certificate Course" means a Course offered as part of an Online Certificate Program. An Online Certificate Course may have synchronous and/or asynchronous components.

"Online Certificate Program" means a Program in which participants obtain a certificate upon completion of Online Certificate Courses. The parties anticipate that there will be two levels of Online Certificate Programs: Mid-Level and Emerging-Level leaders.

"Platform" means a technology platform for the Programs that will serve as an online communication portal for Participants, faculty and Program staff and enable course delivery, Program communications and other functions.

"Program" means a comprehensive set of Courses offered pursuant to this Agreement, each such set constituting either a Custom Program or an Online Certificate Program.

"Program Proceeds" means all fees charged to Participants and all payments or other consideration otherwise received by UNC or any person or entity acting on behalf of UNC in connection with any Program, excluding refunds issued to Participants pursuant to established UNC policies, which refund policies will have review and input from Fortune.

"Promotion Strategies" means the marketing and promotional strategies related to the Programs and set forth more fully in Schedule A.

"Produced Segment" means a video interview of one or more corporate executives created by Fortune during the Term on topics selected by UNC that are relevant to a Program and suitable for integration into online course content.

"Participant" means a person who has enrolled in or is otherwise entitled to participate in a Program.

"Term" means the period during which this Agreement is in effect.

"UNC Intellectual Property" means Intellectual Property owned by UNC, whether created prior to, independent of or pursuant to the Agreement. For purposes of this Agreement, UNC Intellectual Property shall include Intellectual Property that is created and/or owned by UNC employees or Participants under UNC's institutional policies governing intellectual property, except to the extent such Intellectual Property incorporates or is derived from Fortune Intellectual Property.

"UNC Program Material" means UNC Intellectual Property that UNC has designated as being available for use by Fortune in connection with the Programs.

1) Development and Operation of Programs; Consultation Rights.

- A) Unless otherwise expressly agreed in writing by authorized representatives of both parties in a particular instance, each party will bear its own costs and expenses incurred in performing its obligations pursuant to this Agreement.
- B) Except to the extent otherwise expressly specified in this Agreement, and subject to Section 1(D) and the rights afforded to Fortune pursuant to this Agreement, UNC shall be responsible for all aspects of the development, offering, implementation and administration of each Course and Program.
- C) Appropriate representatives of the parties shall meet at least two (2) times each Fiscal Year to discuss relevant aspects of the Programs. The parties anticipate that the meetings will alternate between Fortune's corporate headquarters in New York, NY and UNC's campus in Chapel Hill, NC.
- D) Each of the following will be subject to the input of and consultation with Fortune: (1) the overall theme and subject matter of each Program, (2) the overall strategy for branding and positioning of each Program.
- E) The audience to which each Custom Program will be marketed or directed will be subject to the terms and conditions of this Agreement including, without limitation, Section 6(c).

2) Fortune's Services and Obligations. Fortune, or its agents or contractors, shall provide the following advisory, production and promotional services and fulfill the following obligations with respect to the Programs:

- A) Input on Course Selection and Design. Fortune shall provide input and recommendations to UNC in connection with UNC's selection and design of Courses. Fortune may also provide other related support as necessary and as agreed by the parties.

Participant or any third party such Fortune Program Material until after Fortune has approved in writing such distribution or making available. After termination or expiration of this Agreement, UNC shall not use or authorize any third party to use any Fortune Program Material without Fortune's prior written permission in each instance. For the avoidance of doubt, UNC shall not use or authorize any third party to use any Fortune Program Material other than in connection with the offering of a Course in accordance with the terms of this Agreement (for example, in connection with any educational activity other than a Program). UNC shall condition each Participant's access to any Fortune Program Material on such Participant's agreement (for example, as part of an enrollment agreement in connection with a Program) not to use any Fortune Program Material other than for personal, non-commercial purposes in connection with the Programs.

- D) License of UNC Program Material. UNC hereby grants to Fortune a non-exclusive license to copy, distribute, publicly perform and publicly display the UNC Program Material solely in accordance for limited promotional or editorial purposes with the prior approval of UNC, not to be unreasonable withheld or delayed, or as otherwise specified in this Agreement.
- E) Composite Material. If the parties create any materials in connection with any Program or otherwise pursuant to this Agreement that contain both Fortune Intellectual Property and UNC Intellectual Property ("Composite Material"), each party will own and retain all Intellectual Property Rights with respect to such party's Intellectual Property as incorporated in the Composite Material.

6) Marks.

- A) License and Approval of Fortune Marks. Fortune hereby grants to UNC a non-exclusive, non-assignable, limited, license (without right to sublicense) to use the Marks identified on Schedule C (the "Fortune Marks") solely during the Term and solely in connection with the Programs, including, but not limited to, the marketing and promotion of the Programs, subject to and in accordance with Section 6(D) and such policies and guidelines as Fortune may provide to UNC in writing from time to time, as such policies and guidelines may be updated by Fortune from time to time, and including without limitation the notices set forth on Schedule C. Notwithstanding anything to the contrary herein, each proposed use of a Fortune Mark by UNC shall be subject to the prior written approval of Fortune. Once a proposed use of a Fortune Mark is approved by Fortune, the same or substantially similar use will not require additional approval by Fortune. Fortune may withdraw approval of any already-approved use of a Fortune Mark for any reasonable editorial or business reason, with the costs of any such withdrawn approval subject to the good faith negotiations of the parties.
- B) License and Approval of UNC Marks. UNC hereby grants to Fortune a non-exclusive, non-assignable, limited, license (without right to sublicense) to use UNC's name and Marks (the "UNC Marks") solely during the Term and solely in connection with the Programs, including, but not limited to, the marketing and promotion of the Programs, subject to and in accordance with Section 6(D) and such policies and guidelines as UNC may provide to Fortune in writing from time to time, as such policies and guidelines may be updated by UNC from time to time. Notwithstanding anything to the contrary herein, each proposed use of a UNC Mark by Fortune shall be subject to the prior written approval of UNC. Once a proposed use of a UNC Mark is approved by UNC, the same or substantially similar use will not require additional approval by UNC. UNC may withdraw approval of any already-approved use of a UNC Mark for any reasonable editorial or business reason, with the costs of any such withdrawn approval subject

to the good faith negotiations of the parties.

- C) Goodwill. Each use by a party of any of the other party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting party. The Marks of a granting party are and will remain the sole and exclusive property of that party. Each party shall not use any of the other party's Marks pursuant to this Section 6 in a manner that is likely to diminish the goodwill associated with such Mark or the value of such Mark or to harm the reputation of the other party.
 - D) Approvals. All materials and communications prepared by either a party that incorporate any Mark of the other party (such other party, the "Granting Party") pursuant to this Section 5 shall be subject to the prior written approval of the Granting Party. The Granting Party shall not unreasonably delay, withhold or condition any approval requested of it. Once a particular item has been approved, the licensee party is not required to obtain the Granting Party's approval of non-material changes to the approved item (such as non-material variations in the format and presentation of the item to accommodate different marketing and advertising needs and formats). In addition, each party is permitted, upon notice to the other, to include the name of the other in disclosures reasonably determined by the disclosing party to be required by law or regulation.
 - E) UNC-Fortune. The Program, including all Courses in the Programs, shall be identified in all public and academic communications as set forth in Schedule A.
- 7) Term and Termination.
- A) Initial Term. This Agreement shall be deemed to have commenced on the Agreement Date and shall remain in effect through the date that is 5 years after the Effective Date (the "Initial Term"), unless the term of the Agreement is extended or the Agreement is terminated as provided in this Agreement.
 - B) Renewal Terms. On the mutual agreement of the parties, the term of the Agreement may be extended for a maximum of three (3) additional periods of one year each (each a "Renewal Term").
 - C) Termination For Cause.
 - i) If either party materially breaches any of its obligations pursuant to this Agreement or any of its representations or warranties in this Agreement and fails to cure such breach within 30 days after the breaching party's receipt from the non-breaching party of a written notice identifying in reasonable detail the breach, then the non-breaching party will have the right to terminate this Agreement on written notice to the breaching party.
 - ii) If either party makes any act or omission that is reasonably likely to have a material adverse effect on such party's or the other party's reputation or the academic integrity or reputation of any Program, and such party has not remedied the same to the other party's reasonable satisfaction within 30 days after receipt from the other party of a written notice specifying in reasonable detail the act or omission, then the other party will have the right to terminate this Agreement on written notice to the other.
 - iii) If UNC fails to use good faith efforts to launch a Program in 2017, or does not launch at least

one (1) Online Certificate Program consisting of five Courses in 2017, or does not by December 31, 2017 spend at least one million dollars of the total amount it estimates spending to develop and launch the Programs as set forth in the UNC business plan on Schedule B, Fortune shall have the right, but not the obligation, to terminate this Agreement on written notice to UNC. In such event, UNC shall within 30 days refund to Fortune the entire First Payment.

- iv) A party that receives a notice of breach and that has reasonable grounds for the position that the alleged breach is not, in fact, a breach of this Agreement, may apply to a court for a temporary restraining order or preliminary injunctive relief to in effect toll the period hereunder to cure such breach or other similar relief, until the court has determined whether such alleged breach is, in fact, a breach hereof. This Agreement does not limit any right the other party may have to oppose such application.
- v) Either party may terminate this Agreement if: (a) at any time the other party files or has filed against it a petition for bankruptcy, insolvency, reorganization or for the appointment of a receiver, and such petition is not dismissed, vacated or set aside within sixty (60) days from the commencement thereof; (b) either party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business; (c) either party takes any action to make an assignment for the benefit of creditors or to liquidate or to dissolve; or (d) the other party become unable to continue to do business in the ordinary course through bankruptcy or otherwise and has not made arrangements with any successor or other third party to continue such party's business.
- vi) Any provision herein notwithstanding, should Fortune (or a valid successor organization) become unable to continue to do business in the ordinary course through bankruptcy or otherwise, the parties will negotiate in good faith making any then-existing Produced Segments and Archive Segments available to UNC to enable UNC to continue to deliver the Program and allow both parties to receive the benefits afforded under or pursuant to this Agreement which continued use shall be in the best interest of both parties.

D) UNC Termination following Fortune Change in Control. Should Fortune experience a Change of Control, and if one of the following should occur as a result of such Change of Control (each, a "Change of Control Termination Event"):

- i) such change results in Fortune being controlled by a person or entity in whom or with whom UNC would not be permitted to invest or contract based on UNC's written investment policies then in effect, or because of moral, social justice or similar reasons;
- ii) such change is likely, in UNC's sole reasonable judgment, to have a material adverse effect on UNC's reputation or the academic integrity of the Programs; or
- iii) the surviving entity following a Change in Control unilaterally makes a material reduction in the financial or other resources devoted by Fortune (or its successor) to Fortune's services as set forth in this Agreement;

and if Fortune has not remedied the Change of Control Termination Event to UNC's reasonable satisfaction within 30 days after receipt from UNC a written notice specifying in reasonable detail the

Change of Control Termination Event, then UNC will have the right to terminate this Agreement on written notice to Fortune.

- E) Fortune will have the right to terminate this Agreement on written notice to UNC if at any time UNC closes or ceases operation of UNC Kenan-Flagler.
- F) Effect of Termination. Any provision herein notwithstanding, after any termination or expiration of this Agreement:
 - i) Except as provided in Section 2(B)(last sentence) and Section 7(F)(ii), each party shall cease all use of the other party's Intellectual Property (including any components of Composite Material that are owned by the other Party); provided however that Fortune may request UNC to cease use of Produced Segments or Archive Segments of which it becomes aware for reasonable editorial or business reasons and UNC shall comply with such request within 30 (thirty) days.
 - ii) Fortune and UNC shall allow each Participant that was enrolled in a Program as of the effective date of expiration or termination to complete all individual Courses in the Program that such Participant has actually commenced prior to the effective date of expiration or termination of this Agreement (except to the extent that such Participant does not finish such course within six months following such termination or expiration). Solely in connection with allowing such Participants to complete Courses in accordance with applicable regulations and UNC established and communicated rules, UNC shall be permitted to continue to use in accordance with the terms and conditions of this Agreement the Fortune Marks and any Fortune Program Materials that were provided to Participants in connection with any such Course on or before the date of termination or expiration, including any Composite Material, Archive Segments and Produced Segments. Notwithstanding any other provision of this agreement, Fortune and UNC shall be entitled to receive their respective shares of any Program Proceeds paid by such participants for such Courses.
 - iii) Sections 2(B)(last sentence), 4 (with respect to payment obligations of UNC incurred during the Term and Program Proceeds received after the Term), 5(A), 5(B), 5(E), 7(F), 8(D)-(F), 10, 11 and 13-21 of this Agreement, and any other provisions of this Agreement that are expressly stated to survive for a period after termination, shall survive termination or expiration of this Agreement.
 - iv) Termination of this Agreement shall not prejudice the terminating party's rights to any sums due or accrued under this Agreement prior to termination or expiration and shall not prejudice any cause of action or claim of the terminating party accrued or to accrue on account of any breach or default by the non-terminating party.

8) Representations and Warranties; Indemnification.

- A) Laws and Regulations. In connection with its fulfillment of its obligations pursuant to this Agreement and its activities pursuant to this Agreement, each party shall comply with all applicable federal, state and local laws and regulations applicable to it.
- B) Representations and Warranties of Fortune. Fortune represents and warrants that (i) Time Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of

Delaware; (ii) this Agreement has been duly executed and delivered by Fortune and constitutes the legal, valid and binding obligation of Fortune, enforceable in accordance with its terms; (iii) to its knowledge, the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default, with or without notice and/or lapse of time, under, result in being declared void or voidable any provision of, or result in any right to terminate or cancel any contract, lease or agreement to which Fortune is bound, constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator applicable or relating to Fortune or any Fortune affiliate, or result in the acceleration of any debt or other obligation of Fortune; (iv) unless otherwise communicated by Fortune to UNC in writing, Fortune owns, or will own, or will have the requisite licenses to, the Fortune Marks and the Fortune Program Materials necessary for Fortune to enter into this Agreement and to grant the licenses to UNC contained in this Agreement; (v) to its knowledge, the Fortune Program Materials and Fortune Marks, when used during the Term in accordance with the terms and conditions of this Agreement, do not, and will not, infringe any statutory or common law copyright, privacy, trade secret, trademark or other intellectual property right of any third party; (vi) to its knowledge, Fortune has not previously assigned, pledged, licensed or otherwise encumbered any rights or interest in, or to, any component of the Fortune Program Materials or Fortune Marks in any way that would interfere with or prevent the grant of the licenses of such property described in this Agreement; and (viii) on the Effective Date of this Agreement, Fortune has access to sufficient financial resources to fulfill its obligations under this Agreement.

C) Representations and Warranties of UNC. UNC represents and warrants that (i) it is an institution of higher education chartered by the laws of the State of North Carolina; (ii) this Agreement has been duly executed and delivered by UNC and constitutes the legal, valid and binding obligation of UNC enforceable in accordance with its terms; (iii) to its knowledge, the delivery and performance of this Agreement does not and will not conflict with, result in the breach of, constitute a default, with or without notice and/or lapse of time, under, result in being declared void or voidable any provision of, or result in any right to terminate or cancel any material contract, lease or agreement to which UNC or any of its properties is bound, constitute a violation of any material statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator applicable or relating to UNC, or result in the acceleration of any debt or other obligation of UNC; (iv) unless otherwise communicated by UNC to Fortune in writing, UNC owns, or will own, or will have the requisite licenses to, the Marks licensed by UNC to Fortune pursuant to this Agreement and the UNC Program Materials necessary for UNC to enter into this Agreement and to grant the licenses to Fortune contained in this Agreement; (v) to its knowledge, the UNC Program Materials and the Marks licensed by UNC pursuant to this Agreement, when used during the Term in accordance with the terms and conditions of this Agreement, do not, and will not, infringe any statutory or common law copyright, privacy, trade secret, trademark or other intellectual property right of any third party; (vi) to its knowledge, UNC has not previously assigned, pledged, licensed or otherwise encumbered any rights or interest in, or to, any component of the UNC Program Material or the Marks licensed by UNC pursuant to this Agreement in any way that would interfere with or prevent the grant of the licenses of such property described in this Agreement; and (viii) on the Effective Date of this Agreement, UNC has access to sufficient financial resources to fulfill its obligations under this Agreement.

D) Indemnification by Fortune. Fortune shall defend, indemnify and hold harmless UNC and UNC's officers, directors and employees (each, a "UNC Indemnitee") from and against any claims, demands, lawsuits or proceedings commenced or instituted by a third party (each a "Claim")

against any of the UNC Indemnitees, and all costs, expenses (including reasonable attorneys' fees awarded by a court of competent jurisdiction), damages and liabilities incurred by or imposed upon any UNC Indemnitee in connection with such a Claim, to the extent the Claim arises out of: (i) the inaccuracy or breach of any of the representations or warranties of Fortune in this Agreement, (ii) any breach by Fortune of any of the terms and conditions of this Agreement or any failure by Fortune to perform any of Fortune's obligations pursuant to this Agreement, (iii) any violation by Fortune of any applicable law, regulation or rule or (iv) any allegation that any Archive Segment or Produced Segment, when used during the Term in connection with a Program in accordance with the terms and conditions of this Agreement, violates or infringes upon any intellectual property right or right of publicity of any third party or defames any third party.

- E) Indemnification by UNC. To the extent permitted by law, UNC shall defend, indemnify and hold harmless Fortune, Time Inc., each of their parent companies, subsidiaries and affiliates, each of their respective successors and assigns, and the officers, directors and employees of each of them (each, a "Fortune Indemnitee") from and against any Claims against any of the Fortune Indemnitees, and all costs, expenses (including reasonable attorneys' fees awarded by a court of competent jurisdiction), damages and liabilities incurred by or imposed upon any Fortune Indemnitee in connection with such a Claim, to the extent the Claim arises out of arising out of: (i) the inaccuracy or breach of any of the representations or warranties of UNC in this Agreement, (ii) any breach by UNC of any of the terms and conditions of this Agreement or failure by UNC to perform any of UNC's obligations pursuant to this Agreement, (iii) any violation by UNC of any applicable law, regulation or rule, (iv) any Program (except to the extent the Claim is subject to Section 8(D) or (iv) any allegation that any material or information used or disseminated in connection with any Program (except for Archive Segments and Produced Segments) , when used during the Term in connection with a Program accordance with the terms and conditions of this Agreement, violates or infringes upon any intellectual property right of any third party or defames any third party.
- F) Indemnification Procedures. A party seeking indemnification pursuant to this Section 8 shall notice to indemnifying party of any possible claim for indemnification under this Agreement promptly after the indemnified party becomes aware of such possible claim and shall permit the indemnifying party to control the defense and settlement of the Claim with counsel of the indemnifying party's choosing at indemnifying party's expense, but any delay by an indemnified party in notifying the indemnifying party shall not relieve the indemnifying party from any liability or obligation under this Agreement unless (and then solely to the extent) the delay material prejudices the indemnifying party's ability to defend the Claim. If the indemnifying party fails to promptly and diligently defend any such Claim after notice, the indemnified party may assume the defense and settlement of such action, with all of the indemnified party's costs chargeable to the indemnifying party. The indemnified party shall cooperate in the defense of any Claim for which indemnifying party is indemnifying hereunder, at the expense of indemnifying party, except that the indemnified party shall bear the expense of the time of its own employees. An indemnifying party shall not enter into any settlement of any Claim that involves any admission or stipulation of fault or guilt by the indemnified party or that imposes any payment obligation or other affirmative obligation on the indemnified party without the indemnified party's prior written consent (which the indemnified party shall not unreasonably withhold or delay). Notwithstanding the foregoing, UNC's indemnification obligations are subject to and limited by the terms of the North Carolina Tort Claims Act and the statutory authority of the Board of Governors of the University of North Carolina, the Attorney General of North Carolina and the Governor of North Carolina.

- 9) **Insurance.** Each party shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. In addition, each party agrees to carry (or, in UNC's case, to self-insure for) general liability insurance in an amount not less than \$1,000,000 per occurrence. At a party's request, the other party shall provide a copy or copies of a Certificate or Certificates of Insurance, or in UNC's case evidence of a self-insurance program, demonstrating that the insurance coverage set forth above is in full force and effect no later than sixty (60) business days after the Effective Date of this Agreement. Further, each party shall maintain any insurance coverage referenced herein for a period of five (5) years after termination of this Agreement.
- 10) **Confidentiality.** Each party agrees that if it receives non-public confidential or proprietary information from the other party pursuant to this Agreement that is either identified as confidential, or the receiving party knows or should reasonably know that such information should be treated as confidential ("Confidential Information"), then the receiving party shall maintain the confidentiality of, and not disclose to any third party, any such Confidential Information. Without limitation of the foregoing, in no event shall the receiving party use efforts less than those used to maintain the confidentiality of its own Confidential Information. This obligation of confidentiality shall not apply to information to the extent that the receiving party can establish that: (a) it was known by the receiving party prior to its receipt from the disclosing party, (b) it was independently developed by the receiving party, (c) it was or has become public knowledge through no fault of the receiving party, (d) it was received from a third party who is not under an obligation to keep such information confidential, or (e) it is required to be disclosed by applicable law or court order, provided that receiving party promptly notifies disclosing Party and, to the extent practicable, cooperates reasonably with disclosing Party's efforts to contest or limit the scope of such legally required disclosure or court order.
- 11) **Limitation of Liability.** Without limitation of either party's indemnification obligations pursuant to this Agreement, gross negligence, willful misconduct or liability due to a breach of confidentiality, to the maximum extent permitted by law, neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary or special damages, of any character, or for any damages for loss of goodwill, lost profits, lost business and/or any indirect economic damages whatsoever, in connection with this Agreement, regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of warranty or term of the Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.
- 12) **Competitive Programs.** During the Term, Fortune may not offer any Competitive Programs.
- 13) **Force Majeure.** The nonperformance of either party to this Agreement, except nonperformance of payment obligations, will be excused to the extent that performance is rendered impossible by any act of God or circumstances beyond the control of a party and without its fault or negligence, including without limitation, fire, war, riots, flood, earthquake, governmental acts or orders or restrictions, or power or communications failure (each a "Force Majeure Event"). The nonperforming party shall give notice of such Force Majeure Event to the other party as promptly as possible and shall make all commercially reasonable efforts to remove such causes of nonperformance promptly and perform whenever such Force Majeure Event has ceased. In the event that the Force Majeure Event continues and substantially prevents a party's performance of its obligations under this Agreement for more than forty-five (45) days, either party may terminate this Agreement upon written notice to the other party, and upon such termination, neither party shall have any further obligation or liability to the other except as set forth in Section 7(F).

14) Entire Agreement; Remedies; Signatures. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements, discussions or oral understandings between the parties concerning the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. All rights and remedies under this Agreement are cumulative. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. A copy in PDF or other electronic format of a manually signed copy of this Agreement will be deemed an original.

15) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties. Neither party may assign, subcontract or sublicense this Agreement in whole or in part or any of its rights or obligations hereunder without the prior written consent of the other, except that each party will have the right, subject to UNC's rights set forth in Section 7(D), to assign this Agreement to a parent company, subsidiary or affiliate or in connection with a merger, consolidation, acquisition, disposition, asset sale or similar corporate transaction or a Change of Control, provided that any such assignee agrees in writing to expressly assume performance of the rights and obligations under this Agreement. Anything in this Agreement to the contrary notwithstanding, each party may utilize agents and subcontractors to perform such party's obligations under this Agreement and each party shall be solely responsible for the acts and omissions of any such agents and subcontractors in connection with this Agreement.

16) Governing Law. This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of North Carolina without giving effect to its conflicts of law principles.

17) Review and Notices.

A) Non-Mark Approvals. Approvals relating to Marks are subject to the procedures specified in Section 6(D) and not the terms contained in this Section 17(A). If either party hereto wishes to object to any proposal or other matter submitted by the other party for consent or approval, the objecting party shall use commercially reasonable efforts to provide to the submitting party promptly after submission of such proposal a written description of its objection(s) in reasonable detail together with suggestions as to how it would like to see such objection(s) cured. Approval for or consent to any proposal hereunder not related to a party's Marks shall not be unreasonably delayed, conditioned or withheld and shall be deemed to have been approved following 15 (fifteen) days after the written submission of such proposal, provided the requesting party has sent no less than two (2) follow up requests for review during such 15 (fifteen) day period, unless the reviewing party has provided a written notice of consent as described in this Section. The reviewing party shall make reasonable efforts to respond to the submitting party within ten (10) days of receiving a request for approval or consent.

B) Notices. Any notices or other communications under this Agreement (except for communications in the ordinary course of business, such as approvals or approval requests, which may be given via email), will be deemed given and delivered (a) on the date of receipt, if delivered personally or (b) on the date received by the addressee, if mailed postage prepaid by certified mail, return receipt requested or if sent shipping prepaid by nationally recognized courier service requesting signature on delivery. In addition, notices to UNC may be delivered by confirmed facsimile and such notices will be deemed given and delivered on the date received, if


such confirmation occurs by no later than 5:00 p.m. on a business day, and otherwise on the next business day. Notices must be addressed as follows, or to such other address as either party shall designate by notice to the other, effective ten (10) days after such notice:

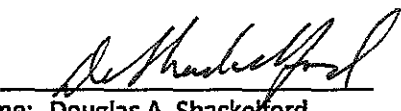
Notices to UNC:	Notices to Fortune:
Attention: Associate Dean for Finance and Operations Kenan-Flagler Business School, McColl Building Campus Box 3490 Chapel Hill, NC, 27599-3490 fax no.: (919) 962-1300	Attention: SVP, Partnerships, Licensing & Syndication Time Inc. 225 Liberty Street New York, NY 10281
With a copy to: General Counsel The University of North Carolina at Chapel Hill 11 Bynum Hall Campus Box 9105 Chapel Hill, NC 27599-9105 fax no: 919-843-1617	With a copy to: Attention: General Counsel Time Inc. 225 Liberty Street New York, NY 10281

- 18) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement in any jurisdiction shall not affect the other provisions hereof. If a court of competent jurisdiction finds any term of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent.
- 19) **Independent Contractors.** Each party shall be an independent contractor of the other party hereto. This Agreement does not create a partnership or agency relationship and neither party is authorized to bind the other party in any manner.
- 20) **Publicity.** Each party shall not issue any press release or publicity materials concerning the relationship of the parties pursuant to this Agreement without the other's express, prior, written consent, not to be unreasonably withheld.
- 21) **Editorial Activities.** Anything in this Agreement to the contrary notwithstanding, this Agreement does not, and nothing in this Agreement shall be interpreted or applied in a manner that would, (a) limit or prohibit in any way any of the editorial activities of Fortune or any publication or property of Time Inc. or any of its parent companies, subsidiaries or affiliates (each of the foregoing a "Time Entity") or (b) limit or eliminate any rights or privileges to which any Time Entity would be entitled under applicable law if this Agreement were not in existence.


IN WITNESS WHEREOF, UNC and Fortune have each caused this Agreement to be executed by its duly authorized officer as of the date first above written.

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: 
Name: Matthew M. Fajack
Title: Vice Chancellor for Finance and Administration

By: 
Name: Douglas A. Shackelford
Title: Dean, Kenan-Flagler School of Business

TIME INC.

By: 
Name: Jennifer Savage
Title: Senior Vice President, Partnerships, Licensing & Syndication

UNC Kenan-Flagler plans to leverage UNC Kenan-Flagler marketing resources to support Fortune/UNC Kenan-Flagler certificate program portfolio. Promotion of the online programs would include a robust public relations campaign featuring announcements and interviews with UNC Kenan-Flagler Business School Dean Doug Shackelford and senior faculty associated with the Fortune/UNC Kenan-Flagler certificate program portfolio. The online certificate would be featured prominently in our existing B to C and B to B marketing efforts, including but not limited to the UNC Kenan-Flagler website, the existing leadership program catalog and related collateral, direct marketing campaigns to program prospects and alumni, newsletters, webcasts, social media, research publications and journals. These UNC Kenan-Flagler marketing efforts are designed to target both prospective Participants and key decisions makers involved in talent development at Fortune 500 companies.

SCHEDULE B

UNC BUSINESS PLAN

Financial Targets

Fortune-UNC Program Portfolio

	2016	2017	2018	2019	2020	2021	2022
Revenues							
Open Enrollment							
Executive (TBD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Midlevel	\$ 243,750	\$ 5,171,888	\$ 9,826,586	\$ 10,654,088	\$ 10,973,711	\$ 11,302,922	\$ 11,802,922
Emerging	\$ -	\$ 821,940	\$ 1,814,159	\$ 2,076,181	\$ 2,139,467	\$ 2,202,621	\$ 2,282,621
TOTAL	\$ 243,750	\$ 5,993,828	\$ 11,640,725	\$ 12,730,270	\$ 13,112,178	\$ 13,505,543	\$ 13,505,543
Custom Enrollment							
Custom Program Revenues (TBD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL Revenues	\$ 243,750	\$ 5,993,828	\$ 11,640,725	\$ 12,730,270	\$ 13,112,178	\$ 13,505,543	\$ 13,505,543
Expenses							
Labor							
Program Manager	\$ -	\$ 79,722	\$ 82,114	\$ 169,154	\$ 174,229	\$ 179,456	\$ 184,839
Program Assistant	\$ -	\$ 30,900	\$ 63,654	\$ 85,564	\$ 87,591	\$ 69,556	\$ 71,643
Program Director	\$ 36,000	\$ 154,500	\$ 159,135	\$ 163,909	\$ 168,826	\$ 173,891	\$ 179,108
Instructional Designer	\$ -	\$ 107,532	\$ 110,758	\$ 114,081	\$ 117,503	\$ 121,028	\$ 124,659
Technology Troubleshoot	\$ -	\$ 33,854	\$ 105,666	\$ 108,836	\$ 112,101	\$ 115,484	\$ 118,928
Marketing Manager	\$ -	\$ 135,860	\$ 140,089	\$ 144,240	\$ 148,567	\$ 153,024	\$ 157,815
TOTAL	\$ 36,000	\$ 542,468	\$ 661,365	\$ 765,789	\$ 788,757	\$ 812,419	\$ 836,792
Faculty							
Faculty Costs	\$ -	\$ 48,875	\$ 684,350	\$ 1,164,109	\$ 1,248,630	\$ 1,279,459	\$ 1,324,672
TOTAL	\$ -	\$ 48,875	\$ 684,350	\$ 1,164,109	\$ 1,248,630	\$ 1,279,459	\$ 1,324,672
Program							
Materials	\$ -	\$ 3,750	\$ 122,828	\$ 248,658	\$ 273,182	\$ 281,377	\$ 289,819
Canvas	\$ -	\$ 1,500	\$ 49,131	\$ 98,664	\$ 109,273	\$ 112,551	\$ 115,927
Canvas Catalog	\$ -	\$ 11,500	\$ 49,131	\$ 98,664	\$ 109,273	\$ 112,551	\$ 115,927
Adobe	\$ -	\$ 15,000	\$ 123,600	\$ 159,135	\$ 163,909	\$ 168,826	\$ 173,891
Phone	\$ -	\$ 2,700	\$ 57,289	\$ 108,848	\$ 118,015	\$ 121,555	\$ 125,202
Credit Card Fees	\$ -	\$ 7,319	\$ 179,815	\$ 349,222	\$ 381,808	\$ 393,865	\$ 405,166
TOTAL	\$ -	\$ 51,769	\$ 581,783	\$ 1,061,192	\$ 1,159,559	\$ 1,190,226	\$ 1,225,932
Technology							
Video	\$ -	\$ 206,000	\$ 859,329	\$ 426,164	\$ 303,887	\$ 208,669	\$ 322,394
TOTAL	\$ -	\$ 206,000	\$ 859,329	\$ 426,164	\$ 303,887	\$ 208,669	\$ 322,394
Marketing							
Program Launch	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Certificate Launch	\$ -	\$ 206,000	\$ 1,273,080	\$ 655,636	\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ 106,090	\$ 764,909	\$ 1,125,509	\$ 1,159,274	\$ -
TOTAL	\$ -	\$ 706,000	\$ 1,379,170	\$ 1,420,545	\$ 1,125,509	\$ 1,159,274	\$ -
TOTAL Expenses	\$ 36,000	\$ 1,553,106	\$ 4,146,007	\$ 4,837,793	\$ 4,622,342	\$ 4,650,047	\$ 5,709,790
Margin	\$ (36,000)	\$ (1,309,356)	\$ 1,847,821	\$ 6,802,932	\$ 8,107,928	\$ 8,462,131	\$ 9,795,753

\$500k Time Inc Investment	\$ 500,000						
Total Revenues	\$ -	\$ 243,750	\$ 5,993,828	\$ 11,640,725	\$ 12,730,270	\$ 13,112,178	\$ 13,505,543
Total Expenses	\$ 36,000	\$ 1,553,106	\$ 4,146,007	\$ 4,837,793	\$ 4,622,342	\$ 4,650,047	\$ 5,709,790
Total Margin	\$ 484,000	\$ (1,309,356)	\$ 1,847,821	\$ 6,802,932	\$ 8,107,928	\$ 8,462,131	\$ 9,795,753

20% (Time Inc) rev share OE	\$ -	\$ 48,750	\$ 1,198,796	\$ 2,328,145	\$ 2,548,054	\$ 2,622,436	\$ 2,701,109
10% (Time Inc) rev share custom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

80% (KFBS) rev share OE	\$ -	\$ 195,000	\$ 4,795,062	\$ 9,312,580	\$ 10,184,216	\$ 10,489,742	\$ 10,804,434
90% (KFBS) rev share custom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Net Margin	\$ 484,000	\$ (1,358,106)	\$ 649,055	\$ 4,474,787	\$ 5,561,874	\$ 5,839,695	\$ 7,094,644
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SCHEDULE C

FORTUNE MARKS

FORTUNE

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