

This **lynda.com Subscription Agreement** (hereinafter "Agreement") is entered into the latter most date set out in the signature block below by and between Peralta Community College District, a/an School, located at 333 East 8th Street, Oakland, California, 94606 ("Customer"), and lynda.com, Inc., a Delaware corporation, located at 6410 Via Real, Carpinteria, CA 93013 ("lynda.com"), (each a "Party" and collectively "Parties").

1. INTRODUCTION.

lynda.com provides online training solutions by way of the lynda.com website. Customer desires to enter into a subscription agreement with lynda.com for the Services identified in the Order Form(s) upon the terms and conditions of this Subscription Agreement.

2. FORMAT.

This Subscription Agreement comprises:

- This Cover Sheet (**to be SIGNED by the Parties**)
- lynda.com General Terms and Conditions
- Exhibit A lynda.com Order Form(s) (**to be SIGNED by Parties**)
- lynda.com Privacy Policy at <http://www.lynda.com/aboutus/otl-privacy.aspx>
 - or attached hereto as Exhibit B

By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the lynda.com Subscription Agreement.

lynda.com, Inc.

Customer: Peralta Community College District

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

lynda.com General Terms and Conditions

1. **Definitions.**

1.1 “Authorized User” means the Customer-designated individuals who may access and use the Services in accordance with this Agreement and as may be more fully defined in the Order Form. Except as otherwise defined in the Order Form, each Authorized User must have a unique identifier comprised of the Customer email address for such Authorized User. The Authorized User identifier may not be of a generic nature (e.g. john.doe@company.com is a unique identifier; whereas support@company.com, user1@university.edu, trainer@company.org, etc., are examples of generic user identifiers).

1.2 “Customer” means the contracting entity identified in the opening paragraph of this Agreement and its designated Authorized Users.

1.3 “Designated Access” means the authentication method as stated in the Order Form.

1.4 “Effective Date” means the lattermost date reflected in the Agreement signature block.

1.5 “Indemnifiable Claim” means any claim, suit or proceeding brought against a Customer based on an allegation that the Site or the Services, or any part thereof, as used by Customer in accordance with this Agreement, infringes upon any patent, copyright, trademark or violates any trade secret rights of any third party.

1.6 “Master Administrator” means the administrator designated by Customer, and specified in the Order Form, who has reporting access and Authorized User management tools as determined by the Designated Access.

1.7 “Online Training Library®” or “OTL” means the subscription-based database of content that is available to Customer on the Site.

1.8 “Order Form” means that document(s) attached to and incorporated into this Agreement which contains Customer’s specific subscription information pertaining to the Services pursuant to this Agreement.

1.9 “Renewal Order Form” means that document which may be attached to this Agreement which contains information pertaining to the renewal or extension of this Agreement. For the purposes of this Agreement, references to Order Form shall include Renewal Order Forms as well.

1.10 “Services” means the OTL offering specified in an Order Form as subscribed to by Customer.

1.11 “Site” refers to the website maintained on the World Wide Web by lynda.com, available at <http://www.lynda.com> and includes the Services.

1.12 “Subscription Commitment Term” shall be the initial commitment term for the Services as set forth in the Order Form which will state the Subscription Start Date and the Subscription End Date.

1.13 “Subscription Fee” means the agreed upon subscription fee for the Services as stated in the Order Form.

2. Subscription Rights. lynda.com hereby grants to Customer a limited-time, world-wide subscription and right to use the Services in accordance with this Agreement. Customer hereby acknowledges and agrees that it may only access the Services through the Designated Access identified in the Order Form. Only Authorized Users may use the Services. If Customer’s subscription under an Order Form terminates, Customer’s Authorized Users shall no longer have access to the Services under such Order Form. Customer has the sole discretion to determine its Authorized Users.

3. Fees and Payment, Taxes. The Customer shall pay the Subscription Fees stated in the Order Form in accordance with the Authorized Users as described therein. All Subscription Fees are non-refundable other than as expressly provided in Section 12 (“Term and Termination”). Subscription Fees shall be paid in United States dollars, on or before the payment date stated in the Order Form. Customer shall be responsible for all applicable taxes (withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST) etc.) and/or duties imposed by any government entity or collecting agency based on the Services EXCEPT those taxes based on the net income of lynda.com. In the event Customer fails to satisfy its tax and/or duty obligations herein, Customer agrees to reimburse lynda.com upon demand for any taxes and/or duties paid on behalf of Customer.

4. **Proprietary Rights.**

4.1 lynda.com shall retain all worldwide rights in the intellectual property in and on the Site, the “look and feel” of the Site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. The Site is copyrighted, trademarked, or otherwise protected, and owned or licensed by lynda.com. Except as expressly stated in or on the Site, this Agreement and/or the Order Form, nothing contained on or within the Site may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of lynda.com. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any lynda.com intellectual property except as set forth in Section 2, above.

4.2 lynda.com may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Site in whole or in part, including, without limitation, the content. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Site. Notwithstanding the foregoing, in the event lynda.com modifies or discontinues any content or feature of the Site which results in reduction of functionality or degradation in the content or Site, lynda.com shall provide comparable functionality and/or content.

4.3 lynda.com reserves the right to monitor use of the Site and reserves the right to revoke or deny access to the Services to any Customer or Customer’s Authorized User(s) lynda.com reasonably suspects is in violation of Sections 5.2 – 5.5, “Customer’s and Authorized Users Obligations and Restrictions”. Access of the Services beyond that of normal patterns of use or that

suggests abuse of the Services may result in revocation or denial of access to the Services in the sole discretion of lynda.com following notice to Customer in accordance with Section 12.

5. Customer's and Authorized Users Obligations and Restrictions.

5.1 Customer and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site and Services.

5.2 Neither Customer, nor its Authorized Users may copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site, except as may be reasonably necessary in the ordinary course of business operations for back-up, testing and archival purposes.

5.3 Neither Customer nor its Authorized Users shall intentionally access and/or engage in any use of the Services (i) in a manner that abuses, materially disrupts or otherwise interferes with the networks, security systems, subscriber access, OTL and/or website(s) of lynda.com, and/or (ii) to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

5.4 Illegal Purposes. The Services and Site shall not be used or accessed by Customer or Authorized User for fraudulent or illegal purposes, including, but not limited to any violation of the Copyright Act or other applicable laws of the United States.

5.5 No Resale or Unauthorized Access. Neither Customer nor Authorized User shall market, offer to sell, sell and/or otherwise resell the Services to any third party or provide any commercial hosting service with access to the Site. Furthermore, Authorized Users shall not permit or provide unauthorized users access to the OTL using any Customer authentication code, user name, password, or any other authentication method.

6. Marketing. Customer agrees that lynda.com may identify Customer as a subscriber. lynda.com may use Customer's name in its marketing materials; and, providing lynda.com has first obtained Customer's consent, lynda.com may also use Customer's logo (the "Marks") in such marketing materials in compliance with Customer's trademark and logo usage policy/guidelines.

7. Confidentiality. "Confidential Information" means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of the receiving Party; (ii) is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party; (iii) becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information; or (iv) is confidential information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Either Party may, at its sole discretion, elect at any time, by written notice to the other Party, to terminate that Party's further use of Confidential Information for any purpose. Upon receipt of notice such Party will promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties acknowledge that the receiving Party shall not be required to return to disclosing Party or destroy those copies of Confidential Information residing on receiving Party's backup or disaster recovery systems or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this Section 7. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services.

8. Privacy and Data Protection

8.1 Privacy. lynda.com respects and pledges to protect Customer's privacy consistent with the lynda.com Privacy Policy, set out at <http://www.lynda.com/aboutus/otl-privacy.aspx> or, if so indicated on the Cover Sheet, attached hereto as Exhibit B, as updated from time to time by lynda.com, and incorporated as though fully set forth herein.

8.2 Data Protection. Customer represents and warrants to lynda.com that the Customer shall provide to lynda.com the minimum amount of personally identifiable information for each such Authorized User to enable such Authorized User to enjoy the benefit of this Agreement. Customer also represents and warrants to lynda.com that it is entitled to transfer relevant personal data to lynda.com so that lynda.com can lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf. The Customer acknowledges that lynda.com is reliant on the Customer for direction as to the extent to which lynda.com is entitled to use and process the personal data. Consequently, lynda.com will not be liable for any claim brought by an Authorized User arising from any action or omission by lynda.com, to the extent that such action or omission resulted from the Customer's instructions. lynda.com reserves the right to monitor and audit Customer's compliance with Confidentiality and Data Protection obligations on an as needed basis.

8.3 Usage History. Customer agrees that if an Authorized User has a pre-existing course history with lynda.com, upon request by an Authorized User, said history, may be transferred from a pre-existing individual user account to an account for that individual set up under this Agreement. Further, the Parties agree that at the termination of this Agreement, any individual Authorized User may choose to have their individual course history archived for their future use.

9. Warranties.

9.1 Warranty. Each Party hereby warrants to the other Party that it has all necessary authority to enter into and perform its obligations under this Agreement. lynda.com WARRANTS THAT (i) ANY SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; (ii) THE SERVICES WILL BE PERFORMED SUBSTANTIALLY IN ACCORDANCE WITH ANY APPLICABLE lynda.com DOCUMENTATION UNDER NORMAL USE AND CIRCUMSTANCES; and, (iii) THE FUNCTIONALITY AND/OR CONTENT OF THE SERVICES WILL NOT BE MATERIALLY DECREASED DURING THE TERM. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THESE WARRANTIES SHALL BE TO TERMINATE THE AGREEMENT IN ACCORDANCE WITH SECTION 12 ("TERM AND TERMINATION").

9.2 lynda.com Disclaimer of Warranties. lynda.com does not pre-screen links to third party websites, materials on sites external to lynda.com and the OTL, or third party material posted on the lynda.com site ("External Material"). External Material may also include, but is not limited to, offline and online content in blogs, forums, social media sites/sharing features, print, and instructor references found in the OTL to third party links or references. lynda.com does not assume any responsibility for any External Material, is not liable for any claims related to External Material and provides External Material solely for reference and supplemental purposes for the convenience of Customer and its Authorized Users. lynda.com does not endorse or otherwise recommend any External Material, such third party websites, references, or the products, services, or information there offered. lynda.com reserves the right to disable any hyperlink to the Site. lynda.com MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES IN EXTERNAL MATERIAL. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, lynda.com DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, lynda.com DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, LYNDACOM DOES PROVIDE INFRINGEMENT INDEMNIFICATION EXPRESSLY PROVIDED IN SECTION 10 BELOW.

10. Indemnification.

10.1 Defense or Settlement of Claims. Subject to Sections 10.2 and 10.3 below, lynda.com shall hold harmless, indemnify and defend Customer, and its subsidiaries and affiliates, and their respective successors, officers, directors, employees, contractors and agents, from and against any Indemnifiable Claim brought against Customer, provided Customer promptly notifies lynda.com in writing of an Indemnifiable Claim such that lynda.com is not prejudiced by any delay of such notification. lynda.com shall pay reasonable attorney's fees, court costs, and damages finally awarded with respect to such Indemnifiable Claim and the reasonable costs associated with any settlement of any Indemnifiable Claim by lynda.com. lynda.com will have sole control over the defense and any settlement of any Indemnifiable Claim and Customer will provide reasonable assistance in the defense of same. lynda.com will reimburse Customer for reasonable expenses incurred in providing such assistance. lynda.com shall not enter into any settlement agreement which imposes any obligation on Customer without Customer's prior written consent. Customer may participate in the defense or settlement of an Indemnifiable Claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such Indemnifiable Claim without the express prior written consent or request of lynda.com.

10.2 Cures. Following notice of an Indemnifiable Claim, and in the event an injunction is sought or obtained against use of the Services subscribed to hereunder or in the opinion of lynda.com is likely to be sought or obtained, lynda.com shall, at its option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein; or (ii) replace or modify the Services to make the use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections (i) and (ii) herein above are not reasonably available, lynda.com may in its sole discretion, upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused, Subscription Fee(s), if any.

10.3 Limitation. lynda.com assumes no liability, and shall have no liability, for any Indemnifiable Claim based on (i) Customer's access to and/or use of the Services after notice that Customer should cease use of such Services due to an Indemnifiable Claim; (ii) any unauthorized modification of the Services by Customer or at its direction; (iii) Customer's unauthorized combination of the Services with third party programs, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by lynda.com or involving any marking or branding applied at Customer's request.

10.4 EXCLUSIVE REMEDY. THE FOREGOING STATES THE EXCLUSIVE REMEDY WITH RESPECT TO ANY INDEMNIFIABLE CLAIM HEREUNDER.

11. Limitation of Liability.

11.1 LIABILITY CAP. EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 10; or (ii) A BREACH BY CUSTOMER OF SECTIONS 5.2 – 5.5, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER THIS AGREEMENT.

11.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; AND (v) COSTS OF

RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

12. Term and Termination.

12.1 Term. This Agreement shall commence on the Effective Date. Customer's Subscription Commitment Term for accessing and using the Services under this Agreement shall commence on the date specified in the Order Form and shall continue for the duration stated therein. Thereafter, the Agreement shall terminate unless mutually renewed as evidenced in writing between the Parties, or as evidenced by an executed Renewal Order Form.

12.2 Termination for Cause. At any time, either Party may terminate this Agreement immediately upon written notice to the other Party (in accordance with Section 14.1) (i) if the other Party breaches any of its material obligations under this Agreement, including Customer's obligation to pay for Services, and such breach is not cured within thirty (30) days of receipt of written notice (which may include email notice of non-payment) from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) in the event of a breach by the other Party of Section 14.9; or (iv) in the event of a breach by Customer of Section 5.2, 5.3, 5.4 or 5.5.

12.3 Effect of Termination of Services. Upon expiration of Services authorized in the Order Form or Renewal Order Form, Customer will immediately discontinue all access and use of the Services. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 12. In the event Customer terminates the Agreement for a material and uncured breach by lynda.com, lynda.com shall refund to Customer any prepaid, but unused, Subscription Fees calculated on a straight-line prorated basis for the remainder of the then current Term. Those sections of the Agreement, which by their nature should survive, shall survive. Customer's obligation to pay outstanding undisputed Subscription Fees shall survive any termination of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws stated in the "Governing Law" section of the Order Form, without regard to the principles of conflict of laws thereof.

14. Miscellaneous Provisions.

14.1 Notices. Notices may be provided either by electronic or physical mail as provided in the Order Form. If no email address is stated, then physical mail shall be the only method of providing notice. The person(s)/department(s) identified in the Order Form will receive notices on behalf of their respective Party. Each Party may change the persons/departments to which notices will be sent by giving notice to the other Party.

14.2 Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of lynda.com (which consent shall not be unreasonably withheld), except that Customer may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall provide lynda.com with prompt notice after any such assignment. Any attempted assignment or delegation without such consent shall be void. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

14.3 Waiver; Modification. The failure of either Party in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s). No amendment or modification of this Agreement shall be effective or binding upon either Party unless it is set forth in writing and signed by both Parties.

14.4 Force Majeure. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

14.5 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect to the extent permitted by law.

14.6 No Third Party Beneficiaries. No person or entity not a Party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

14.7 Entire Agreement. This Agreement, including the Cover Page, Order Form(s), Renewal Order Form(s) and any exhibits attached hereto, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings, with respect to the same. No other rights are granted hereunder except as expressly set forth in this Agreement.

14.8 Order of Precedence, Conflicting Terms. To the extent Customer or Authorized User may be required by lynda.com to agree to or accept additional terms and conditions by way of an electronic authentication process (i.e. accept a "click through" subscription agreement), notwithstanding anything that may be contained in such click through subscription agreement, neither Customer nor its Authorized Users shall be held to any terms or conditions which are more restrictive or burdensome than the terms and/or conditions contained in this Agreement and Order Form. In the event of any conflict between any such click through agreement and the terms of this Agreement and Order Form, the terms of this Agreement and Order Form shall prevail. Further, under no circumstances will the provisions of any document issued by Customer (including with limitation any request for quotes, purchase orders, request for proposals, or Customer exhibits to Agreement and/or vendor forms or registrations with terms that conflict with this

Agreement) be deemed to modify, alter or expand the rights, duties or obligations of the Parties under this Agreement, regardless of any failure of lynda.com to object to such terms, provisions or conditions. Finally, in the event of any conflict between the terms contained in the Agreement and the Order Form, the terms of the Order Form shall take precedence.

14.9 Compliance with Laws. Both Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer, including obligations as data controller by virtue of Customer's role in determining Authorized Users. Specifically, Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide, and, if necessary, must obtain the consent of these persons. Notwithstanding any other provision in this Agreement, lynda.com shall have the right to terminate this Agreement immediately upon determination by lynda.com that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

14.10 Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

Exhibit A**lynda.com Order Form lyndaCampus**

Sales Rep Name: Jolene Rellergert

LDC OID: 0067000000fbgX5

School Information:

Organization Name:	Peralta Community College District
Address:	333 East 8th Street Oakland, California 94606 United States
Phone:	(510) 466-7200

Primary Contact:

Name:	Calvin Madlock
Title:	Associate Vice Chancellor of Technology/Chief Information Officer
Email Address:	cmadlock@peralta.edu

Billing Contact:

Name of Billing Contact:	Calvin Madlock
Title:	Associate Vice Chancellor of Technology/Chief Information Officer
Address:	333 E 8th St, Oakland, California 94606-2844
Phone:	(510) 466-5398
Email Address:	cmadlock@peralta.edu
Purchase Order #:	

Purchasing Contact:

Name:	Calvin Madlock
Title:	Associate Vice Chancellor of Technology/Chief Information Officer
Email Address:	cmadlock@peralta.edu
Phone:	(510) 466-5398

Service and Fee Summary:

1.	Name of Master Administrator:	Calvin Madlock		
2.	Authorized Users: (description of users authorized by Customer)	All faculty and staff of Peralta Community College District		
3.	Maximum Number of Authorized Users:	1,900		
4.	Product / Library:	lyndaCampus: <ul style="list-style-type: none"> • Access by Master Administrator to usage reporting showing course views, rankings and overall usage • Unlimited access to the designated library for Customer's Authorized Users on a 24x7 basis • Access to exercise files, and mobile application(s) to the extent developed and made available. • Personalized experience for each Authorized User, including player preferences, time stamps, bookmarks, course history, course completion certificates, sharing content etc. • No, per course, usage fees • Annual subscription plan English Language Library		
5.	Additional Defined Terms:	Authorized Users shall include Full Time Equivalent (FTE) users authorized to use the Services.		
6.	Subscription Commitment Term:	12 Months		
7.	Subscription Term Dates:	Subscription Start Date: April 1, 2015 Subscription End Date: March 31, 2016 Next Eligible Renewal Date**: April 1, 2016 (***)Next Eligible Renewal Date" is not binding on customer UNLESS and until Customer executes an Add-On/Renewal Order Form or other written document evidencing renewal.)		
8.	Subscription Fees & Payment Terms:	<table border="0"> <tr> <td style="text-align: center;">Fees: \$22,200.00</td> <td style="text-align: center;">Payment Terms: Net 30 from Date of Invoice</td> </tr> </table>	Fees: \$22,200.00	Payment Terms: Net 30 from Date of Invoice
Fees: \$22,200.00	Payment Terms: Net 30 from Date of Invoice			

		<input type="checkbox"/> Annual Payments _____/year _____ Total <input type="checkbox"/> Other (specify here) _____	
9.	Is a Purchase Order Required for Invoicing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please include the Purchasing Contact information above.	
10.	Implementation Fee:	Waived	
11.	Designated Access:	Customer will have the ability to elect its choice of Designated Access for Authorized Users by means of: <ol style="list-style-type: none"> 1. IP Address(es) or range with authenticated username and password ("User Profile"); or 2. Federated Authorization authentication (i.e. Shibboleth); or 3. Other authentication method as mutually agreed upon (i.e. CAS) 	
12.	Governing Law, Dispute Resolution; Forum and Venue:	This Agreement shall be construed and governed by the laws of the State of California, without regard to the principles of conflict of laws thereof. The Parties hereto agree and accept that any legal action or proceeding shall be brought in the federal or state courts for the State of California, County of Santa Clara, and the Parties expressly waive any objection to personal jurisdiction, venue or forum non conveniens, and that all such disputes/claims will be resolved by means of a court trial conducted by the superior or district court in Santa Clara County, California. Each Party expressly waives any right it may otherwise have to a jury trial. Notwithstanding the foregoing, in the event of any such dispute/claim, the Parties may agree to mediate the dispute/claim on such terms and conditions as may be agreed to in writing by the Parties.	
13.	Additional Information:		
14.	Contact lynda.com, Inc.:	lynda.com, Inc. North America Headquarters: 1 (888) 335-9632 International: +1 (805) 477-3900 Email: cs@lynda.com	Legal Notices Attn: Legal 6410 Via Real, Carpinteria, CA 93013 Phone: (888) 335-9632 Email: legal@lynda.com

Please select one option below.

Initial Order: By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the lynda.com Subscription Agreement.

Add-On/Renewal Order: By signing below, Customer and lynda.com each confirm that they have read, understand and agree to the provisions set out in the previously executed lynda.com Subscription Agreement, and agree that the Subscription Agreement, as modified by this Order Form, is hereby ratified and confirmed, and all other terms and conditions of the Subscription Agreement shall remain in full force and effect in accordance with its terms.

lynda.com, Inc.	Customer: Peralta Community College District
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____