

## TERMS AND CONDITIONS

By using the Open Learning Initiative (“OLI”) system at Carnegie Mellon University, a Pennsylvania non-profit corporation headquartered in Pittsburgh, Pennsylvania (“CMU”), you are agreeing to the following terms:

### 1. Description of OLI in General.

(a) OLI in general. The OLI system provides access to online learning environments comprised of exposition, graphics, tutors, labs, simulations and assessments. Individual learning environments (courses) on the OLI are subject-specific; open and free versions of these courses are normally made available to independent learners, without assessments, record keeping or oversight.

(b) Academic access. Academic access to courses on OLI is also available, and allows faculty to create specific sections of courses, and to control schedules, enrollment and access to course materials. Academic access also supplements the student materials with instructor specific tools and materials, including quizzes, checkpoints and exams, grade and record-keeping and the OLI “Instructor Dashboard.” Academic courses are normally created by an educator with instructor-permissions on the OLI. Additional instructors and teaching-assistants may also be given access to an academic course. Students are enrolled in a course, have access to materials and have their activities tracked via the instructor tools after paying a course enrollment fee.

(c) Manual and LMS-provisioned creation of courses. Courses can be created using one of two models: manual and LMS-provisioned. An academic course may be manually created by an individual with OLI instructor permissions. In this scenario, students will self-enroll in the course, using an alphanumeric key that their instructor provides them. In this model, students will visit the OLI website to create an OLI account, login and access their course. Institutions with a compatible LMS may provision and provide access to academic classes using Basic LTI as an integration mechanism. In this model, an instructor creates an academic course on the OLI and generates a link that can be embedded in the institution’s LMS. Students accessing this link will have an account created for them and will be enrolled in the course if necessary. Students with pre-existing accounts or who were previously enrolled will be taken directly to their course materials. This LMS-provisioned approach allows students a single sign-on experience between their home institution’s LMS and the OLI system.

(d) Payment. Students enrolling in an academic course will pay an enrollment fee using a credit card at the time of enrollment. Enrollment fees are published on the OLI website and are subject to change. Institutions may, by prior arrangement with CMU, pay for their students’ enrollment fees using a credit card or by check, payable to CMU within thirty (30) days of receipt of CMU’s invoice. The obligation to pay the fees is absolute and unconditional. Institutions agree to reimburse CMU for its costs and expenses, including reasonable attorney fees, in the event any invoice is referred to collection.

(e) Term of Access. Once enrolled, students have access to their respective courses on the OLI for at least 12 months.

(f) Confidentiality of Student Data. Confidentiality of student data on the OLI system is maintained in accordance with CMU standards. Anonymized student data may be used for ongoing research and course improvements if such use has been previously approved by CMU's Institutional Review Board, and if students have opted in to such use via an informed consent form in accordance with IRB protocol.

(g) Maintenance Periods. Regular, weekly maintenance is performed on the OLI system from 7:30-9:30 a.m. east coast time on Thursday mornings. Although the weekly maintenance does not normally interrupt access for students and faculty, service interruptions may occur. Planned outages outside of this regular weekly maintenance period are generally published 7-10 days in advance

2. NO WARRANTIES; LIMITATIONS ON LIABILITY. BY THIS AGREEMENT, CMU AGREES TO ACCEPT PAYMENT FOR SERVICES RENDERED TO ANOTHER PARTY (STUDENTS WHO HAVE ENROLLED IN A COURSE ON OLI) ONLY. NOTHING IN THIS AGREEMENT AMENDS OR CHANGES THE OLI AND/OR THE OLI SYSTEM, THE PROPERTY AND/OR SERVICES AND/OR RIGHTS THAT OLI PROVIDES OR MAKES AVAILABLE, THE TERMS OR CONDITIONS OF OLI'S AVAILABILITY, OR ANY AUTHORIZATION, PERMISSION OR CONDITION REQUIRED TO USE OR CONTINUE TO USE THE OLI. THE TERMS AND CONDITIONS FOR THE USE OF OLI ARE AS PUBLISHED ON THE OLI WEBSITE AS AMENDED FROM TIME TO TIME. THE OLI AND ALL ASSOCIATED PROPERTY AND SERVICES AND RIGHTS MADE AVAILABLE AND/OR PROVIDED BY CMU, ITS LICENSORS AND/OR OTHERS TO STUDENTS, FACULTY AND OTHERS AUTHORIZED TO USE THE OLI ARE MADE AVAILABLE AND/OR PROVIDED ON AN "AS IS" BASIS. CMU MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) CMU DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS, AND (II) CMU RESERVES THE RIGHT TO MODIFY OR CANCEL THE OLI AND/OR ANY RELATED PRODUCT AND/OR SERVICE IN WHOLE OR IN PART AT ANY TIME. CMU SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CMU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

3. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed below, and will be effective upon receipt if delivered by personal or overnight delivery, or upon written acknowledgment by recipient if sent via email.

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Email: [nbier@cmu.edu](mailto:nbier@cmu.edu)

4. Resolution of Disputes. In the event of any dispute or disagreement between the parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to performance hereunder, each of the parties will appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute. No formal proceedings for the judicial resolution of such dispute may be commenced until the designated officers or agents have reasonably discussed the provision or performance in question and have concluded in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely.

5. No Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to that subject matter. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto. This Agreement shall be binding and enforceable by the parties hereto and their respective legal representatives, successors and permitted assigns.