

This Articulation Agreement (“Agreement”) is made and entered into on this 14th day of December 2023 (“Effective Date”), by **DeVry University**, located at 4225 Naperville Road, Suite 400, Lisle, IL 60532 (“Institution”), and **Sophia Learning, LLC**, located at 225 S. 6th St. Minneapolis, MN 55402 (“Sophia”), together referred to as the “Parties” and individually referred to as “Party.”

A. Recitals

1. The American Council on Education’s (ACE) College Credit Recommendation Service (ACE CREDIT)[®] has evaluated and recommended college credit for certain Sophia courses (collectively, the “Sophia Courses”).
2. No financial implications concerning the transfer or exchange of cash, equipment, or real estate is intended or implied by this Agreement. Institution and Sophia are separate and independent institutions and intend to remain so.
3. Implementation and interpretation of this Agreement will be consistent with applicable and mandatory policies and procedures established by the accrediting and governing bodies of either Party or other agencies having jurisdiction over the operation of either Party.
4. The terms and conditions of this Agreement are subject to change by law or applicable government rules and regulations.

B. Purpose

The Parties intend by this Agreement to cooperate for the purposes of enabling Institution to recognize Sophia Courses for credit in the Institution’s undergraduate degrees.

C. General Institution Requirements and Procedures

Individuals who complete Sophia Courses and seek Institution academic credit for such courses must (i) be enrolled at Institution as students in good standing and (ii) meet course and program requirements. Institution will not charge tuition for the Sophia courses that it accepts for credit and applies to the students’ program requirements.

Students will be granted admission to Institution based on academic requirements and upon further satisfaction of all other conditions for admission as stated in the Institution catalog. Institution admission requirements may be viewed at the branded partner page established for **DeVry University**.

D. Term and Termination

The term of this Agreement shall be in effect for a period of (1) one year. Thereafter, this Agreement shall automatically renew for additional one-year term(s) until December 1, 2028 or until terminated by either party upon providing sixty (60) days prior written notice to the other party, whichever is sooner. In addition, either party may terminate this Agreement for any reason, or no reason, by providing sixty (60) days written notice to the other party. In the event of a termination of this Agreement, each party will

be responsible for amending any publications or websites as needed and for disposing of any brochures or related materials. This Agreement is subject to change or modification by mutual written consent between the parties. Any provisions of this Agreement, which remain to be performed, or by their nature would be intended to be applicable following the expiration or termination of this Agreement shall survive the expiration/termination of this Agreement.

E. Services to be Provided

BY INSTITUTION:

1. Institution must attach an appendix that details how Institution will recognize Sophia Courses as credit hours for Institution programs of study (to be attached as Appendix 1).
2. Institution is solely responsible for how it recognizes Sophia Courses at Institution.

BY SOPHIA:

1. Sophia agrees to use the information listed in Appendix 1 when discussing how Institution will recognize Sophia Courses as credit.
2. Sophia will send official transcripts electronically in PDF format via email to the email address designated by Institution upon course completion.
3. Sophia will provide student support through Sophia Learning Coaches.

F. Trademarks/Service Marks

Each Party grants the other a non-exclusive, royalty-free license during the Term to use the name and mark of the other (the "Marks") strictly for purposes of performance under this Agreement. In no event shall the terms and conditions of this license permit either Party to sublicense the other Party's Marks to any third party without express prior written permission. The content and text of all promotional information must be pre-approved, in writing, by each Party prior to release. Upon termination of this Agreement, the Parties will promptly cease and desist its use of other Party's marks, brand assets, or any other likeness in any and all written materials of any kind and shall refrain from representing orally or in writing that it is affiliated with the other Party.

G. Reservation of Rights

Sophia retains all right, title and interest in the Sophia Courses including but not limited to, all rights to patent, copyright, trade secret, and all other proprietary rights. Title to Institution brand assets shall at all times remain with Institution. Each Party reserves all rights unless expressly granted in this Agreement.

H. Confidentiality

For purposes of this Agreement, "Confidential Information" shall include each Party's student and prospective student lists, leads and lead sources, data and related personal identifiable information ("PII"), proprietary technology, business processes and technical product information, designs, issues, and any information that is clearly identified in

writing as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (a) already was known to the receiving party prior to the disclosure of such information to such party; (b) is publicly available or generally known; (c) is disclosed to the receiving party by a third party under no obligation of confidentiality with respect to the information designated as confidential; or (d) has been independently developed by the receiving party without reference to the information designated as confidential.

Each Party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and (d) to make Confidential Information available to authorized persons only on a “need to know” basis. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or a regulation, provided notice is first provided to the disclosing Party.

I. Entire Agreement; Amendments

This Agreement contains the entire and complete understanding and intent of the Parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions, or offers, whether written or oral. This Agreement may not be modified, altered, or amended except by a written instrument signed by both Parties, except as otherwise provided herein.

J. Notification

All notifications and other communications hereunder shall be in writing and shall be deemed to have been given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified, or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth below.

Institution:
DeVry University
 4225 Naperville Road, Suite 400
 Lisle, IL 60532
 Attn: Amy E. Harth, PhD
 E-mail: aharth@devry.edu
To Sophia Learning, LLC (SOPHIA):

Sophia Learning, LLC
 225 S. 6th St.
 Minneapolis, MN 55402
 Attn: Collin Gillenwater
 E-mail: collin.gillenwater@sophia.org
 Phone: (847) 804-0214

K. Governing Law and Venue

This Agreement shall be governed and construed according to the laws of the State of Minnesota without regard to any choice of law provision contained therein. The Parties

ARTICULATION AGREEMENT
SOPHIA LEARNING, LLC



agree that any action arising in connection with this Agreement will be brought in Hennepin County District Court, Minnesota, or the U.S. Federal District Court for the District of Minnesota.

L. Relationship of Parties

This Agreement is intended to constitute a contract for the express purposes described herein, and is not intended to be construed as or to create a partnership or joint venture between Sophia and the Institution. Neither party shall be authorized to bind or commit the other party to any contract, agreement or other obligation whatsoever. The relationship is not exclusive, and in no way limits either Party's ability to enter into agreements with other entities.

M. Counterparts

This Agreement may be executed by electronic or hardcopy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Agreement.

DeVry University

SOPHIA LEARNING, LLC

Shantanu Bose

Signature

Shantanu Bose, PhD

Name

Provost and Chief Academic Officer

Title

January 19, 2024

Date

Shawna Thayer

Signature

Shawna Thayer

Name

CEO, Sophia Learning, LLC

Title

1/30/2024

Date

APPROVED

By SEI Legal at 10:28 am, Jan 30, 2024

APPENDIX 1

Students work with an admissions advisor to submit their official transcripts for evaluation.

Students may access the most recent [Transfer Guide](#) on the DeVry Transfer Applicants webpage. Similarly, the [Sophia Learning website](#) includes information for students interested in transferring their credits to DeVry.

Sophia Course Designator	Sophia Course Title	Semester-Credit Hours	DeVry Course Equivalent
ACCT1001	Accounting	3	ACCT212 Financial Accounting
ArtHist1001	Art History I	3	Humanities course area credit
ArtHist1002	Art History II	3	HUMN451 Contemporary Fine Arts
BUS1001	Introduction to Business	3	BUSN115 Introduction to Business and Technology
BUS1010	Financial Accounting	3	ACCT212 Financial Accounting
BUSI1013	Principles of Management	3	MGMT303 Introduction to Management
BUSI1020	Business Ethics	3	ETHC232 Ethical and Legal Issues in the Professions
BUS1025	Business Communication	3	Communications course area credit
BUS1200	Developing Effective Teams	1	Elective credit
BusLaw1001	Business Law	3	BUSN420 Business Law
CA0050	Foundations of College Algebra	3	MATH114 College Algebra
CA1001	College Algebra	3	MATH114 College Algebra
CHEM1001	Introduction to Chemistry*	3	Natural Sciences course area credit
CHEM1002	Introduction to Chemistry Lab*	1	Elective credit
COLLEGE1001	College Readiness	3	Elective credit
COMM1002	Public Speaking	3	SPCH275 Public Speaking
COMM1010	Communication at Work	3	Communications course area credit
ConRes1000	The Essentials of Managing Conflict	1	Elective credit
ConRes1001	Conflict Resolution	3	Social Sciences course area credit
CORES1000	Essentials of Managing Conflict	1	Elective credit
CRED1001	Introduction to Career Readiness**	1	Elective credit
CRED1010	Career Readiness**	3	Elective credit
CS1001	Introduction to Information Technology	3	Elective credit
CS1003	IT Career Exploration	1	Elective credit
CS1005	Introduction to Web Development	3	CIS363B Web Interface Design with Lab
CS1011	Introduction to Relational Databases	3	CEIS236 Database Systems and Programming Fundamentals

ARTICULATION AGREEMENT
SOPHIA LEARNING, LLC



Sophia Course Designator	Sophia Course Title	Semester-Credit Hours	DeVry Course Equivalent
CS1015	Introduction to Networking	3	NETW191 Fundamentals of Information Technology and Networking
CS1051	Introduction to Programming in Python	3	CEIS110 Introduction to Programming
CS1101	Introduction to Java Programming	3	Elective credit
ECON1001	Macroeconomics^	3	Social Sciences course area credit
ECON1002	Microeconomics^	3	ECON315 Microeconomics
ECON1010	Taking Charge of your Economic Future	3	Social Sciences course area credit
ENG0050	Foundations of English Composition	3	No credit awarded
ENG1001	English Composition I	3	ENGL112 Composition
ENG1002	English Composition II	3	ENGL135 Advanced Composition
ENG1010	Discover the Writer in You	3	ENGL112 Composition
ENG1020	The Power of Persuasion	3	ENGL135 Advanced Composition
ENVS1001	Environmental Science	3	SCI205 Environmental Science with Lab
Fin1001	Principles of Finance	3	BUSN379 Finance
FREN1001	French I	3	Elective credit
HIST1001	U.S. History I	3	HIST405 United States History
HIST1002	U.S. History II	3	HIST410 Contemporary History
HIST1010	Topics in U.S. History: Learn from the past, prepare for the future	3	HIST405 United States History
HIST1020	U.S. Government	3	Social Sciences course area credit
HLTH1010	Introduction to Nutrition	3	SCI228 Nutrition, Health and Wellness
HumBio1001	Human Biology*	3	Natural Sciences course area credit
MATH1020	Introduction to College Mathematics	3	Elective credit
MATH1010	Introductory Applied Math	1	Elective credit
MATH1035	Precalculus	3	MATH190 Pre-Calculus
MATH1040	Calculus I	4	MATH265 Applied Calculus
PHIL1000	Ancient Greek Philosophers	3	Humanities course area credit
PHIL1002	Introduction to Ethics	3	ETHC445 Principles of Ethics
PHIL1005	Critical Thinking	3	Humanities course area credit
PM1001	Project Management	3	MGMT404 Project Management
PSYC1001	Introduction to Psychology	3	Elective credit
PSYC1010	Introduction to Psychology: Smarter Decisions Through Psychology	3	Social Science course area credit
RELI1001	Approaches to Studying Religions	3	Humanities course area credit
SCIE1021	Human Biology Lab*	1	Elective credit
SCIE1045	Microbiology*	3	Natural Sciences course area credit

ARTICULATION AGREEMENT
SOPHIA LEARNING, LLC



Sophia Course Designator	Sophia Course Title	Semester-Credit Hours	DeVry Course Equivalent
SCIE1046	Microbiology Lab*	1	Elective credit
SCIE1050	Anatomy and Physiology I	3	BIOS105 Fundamentals of Anatomy and Physiology
SCIE1051	Anatomy and Physiology Lab*	1	Elective credit
SOC1001	Introduction to Sociology	3	SOCS185 Culture and Society
SOCI1005	Preparing for the Future of Work	3	Social Sciences course area credit
SOCI1010	Introduction to Sociology: Embracing Diversity and Collaboration	3	Social Sciences course area credit
SPAN1001	Spanish I	3	Elective credit
SPAN1002	Spanish II	3	Elective credit
STAT0050	Foundations of Statistics	2	No credit awarded
STAT1001	Introduction to Statistics	3	MATH221 Statistics for Decision-Making
SUCCESS1001	Student Success	1	Elective credit
VisComm1001	Visual Communications	3	WGD201 Visual Design Fundamentals