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BRIDGEPOINT EDUCATION

REQUEST FOR PROPOSAL

WEB CONTENT MANAGEMENT SYSTEM

MAY 4, 2009

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OVERVIEW

COMPANY BACKGROUND

Bridgepoint Education (BPE) was founded on the principle that those who are academically prepared deserve access to an affordable higher education without sacrificing quality, transferability of credits, accessibility and academic standards. At BPE, we believe that every hard-working American deserves access to a quality higher education without the barriers many face such as college being too expensive, being a working adult or parent and not having the time to attend class, geographic proximity, and more. BPE is dedicated to those seeking flexible, high-quality choices in higher education.

BPE offers innovative approaches to the challenges faced in higher education. BPE institutions tackle issues such as affordability, transferability of credits and online convenience, without sacrificing overall academic quality. By providing both online and campus-based programs at Ashford University (AU) and University of the Rockies (UoR), BPE offers access to both traditional and adult learners seeking high quality, convenient higher education degree programs.

PROJECT BACKGROUND & REQUIREMENTS

PROJECT OVERVIEW

BPE seeks a Web Content Management System (CMS) platform that will support the creation, management, delivery and sharing of Web content across the enterprise, while promoting compliance with organizational standards for branding, accessibility and communications. The selected CMS platform should allow for a low cost of entry and predictable incremental costs as additional Web sites and/or communities are created and brought online.

PROJECT OBJECTIVES

The Marketing Department at BPE is issuing this Request for Proposal (RFP) to pursue options for a Web CMS. The Web CMS will:

- Reduce the time to publish content changes and additions
- Maintain the accuracy and currency of the information on all BPE public Web sites
- Preserve the chain of approvals in publishing Web content
- Enable BPE to more quickly respond to changes and shifts in strategic direction
- Minimize the need for IT assistance in updating Web site content and making minor navigational changes
- Support BPE's existing IT infrastructure and platforms
- Scale as new Web sites are created and deployed
- Provide security and authentication that support BPE's organizational needs
- Integrate with other BPE systems, as necessary
- Support operational workflows related to change management

REQUIREMENTS

The Web CMS will have the following characteristics and capabilities:

Content Management/Authoring

- Allow business users the ability to add/edit content on existing Web pages
- Allow users to add new Web pages based on existing templates and add to site navigation, as necessary
- Allow users limited ability to edit site structure
- Provide complete history of content changes for each content field
- Ability to add/replace images to content per the abilities of the page template

- System checks to ensure the image meets size requirements of the template
- Ability to manage content for multiple sites, allowing for some content replication across sites as designated
- Ability to preview rendered content in a staging area
- Ability to import existing HyperText Mark-up Language (HTML) pages to the CMS ("look and feel" should be retained)
- Authoring capabilities, including:
 - In-place editing
 - Word – copy/paste w/ clean HTML
 - Drag and Drop of content into CMS
 - Batch upload of documents
 - Batch/Scheduled publishing
 - Syndication/repurposing/multi-channel publishing
 - Metadata tagging
 - Forms creation and usage by business owners
- Schedule the publishing of content and schedule the removal of content by expiration date
- Notify content owners when their content will expire within a specified timeframe
- Integrate with source control system to allow archiving of content removed from the site
- Log the user, date and time that content was published or removed
- Allow content to be published in multiple locations (repurpose)
- Allow edited content to affect all locations
- Disallow content removed from one location to affect other locations
- Provide a full "What You See Is What You Get" (WYSIWYG) interface for the creation of form fields and content

Auditing

- Track content edits
- Provide version control of all content
- Automatically check and notify users of broken links or images
- Log activity by a user-defined timeframe
- Ability to audit all changes

Specific Content Types

- Provide support for:
 - Combination text and other page elements (such as graphics, logos and buttons)
 - Multimedia (such as audio/video, flash)
 - Bulk import and export of Extensible Markup Language (XML) content for integration and migration
 - Rich Site Summary (RSS) or Atom distributions to site visitors
- Ability for Web site to be viewed as text only
- Ability for Web site to be viewed on a mobile device

Document Management/Library Services

- Provide support for:

- A range of content files, including all Microsoft Office formats, Portable Document Format (PDF), HTML, Moving Picture Experts Group (MPEG), MPEG-1 Audio Layer 3 (MP3), Flash, Silverlight, binaries, other multimedia
 - Versioning and version roll back of documents
 - Check-in, check-out
 - Expire and retire content
- Ability to migrate Web-based content to a records management system
- Ability to search for objects by free text/metadata/content attributes
- Ability to preview content changes before releasing

Templates

- Support for:
 - Global and site-specific templates
 - Templates to help drive output to multiple channels
 - Design flexibility (ability to control “look and feel”)

Change Release Process/Delivery

- Ability to:
 - Edit live content as well as content for a scheduled release
 - Allow for release dates to be set on content changes
 - Only release content that has been approved for release
 - Set publication release and expiration dates
 - Upload content from the staging area in bulk or piece-by-piece
 - Publish to multiple locations based on predefined attributes
 - Roll back content publication if unsuccessful

Tasks and Workflow

- Ability to:
 - Restrict permissions for specific users to create/add/edit/delete tasks
- Flow content backward for rerouting
- Workflow includes:
 - Approval chain/workflow capabilities
 - Ability for certain content to require administrator approval before being released
 - Notifications to approvers and submitters of status changes
 - Ability to
 - Configure authority for everyone in the workflow chain
 - To route different workflows based on document type
 - Copy and modify existing workflows
 - Add comments to a piece of content throughout the workflow without the comment affecting the content
 - Provide status of content progress through workflow
 - Define who is alerted at different steps in the workflow
 - Define how and when users want to receive notifications

Approval Process

- Provide a custom content review and approval process

- Allow users to see the current status of content in the approval process
- Ability for content owner (non-manager) to send content for review to a manager
- Ability for the manager to:
 - Return content to content owner for editing
 - Edit content submitted
 - Approve content
- Ability for the Administrator to:
 - Create content without being the content owner
 - Edit content without being the content owner
 - Publish content to the Web site bypassing the approval process
 - Remove content from the Web site bypassing the approval process

Search Functionality

- CMS will provide for a full search capability including:
 - Members only search for private content
 - Ability to search archived content
 - Synonyms (ability to tie search keywords together)
 - Consideration of user permissions in search results
 - Support for metadata and categorization

Search Engine Optimization (SEO)

- Ability to:
 - Manage page titles globally but allow for individual pages to overwrite, as needed
 - Manage metadata globally and page-by-page
 - Create user friendly and search engine friendly Uniform Resource Locators (URLs) for all Web site pages (URL Aliasing)
 - Add metatags, keywords, and descriptions for every page

Security and Authentication

- Support for
 - Lightweight Directory Access Protocol (LDAP) authentication and authorization
 - Secure transmission of content publishing
 - Restrict access to content or areas based on the user's role within the system
 - Access control on a sub-page level
 - Group-level security and permissions

Site Deployment & Synchronization

- Ability for Administrators to:
 - Deploy portions of Web site content from one environment to another through the user interface
 - Schedule the deployment of both Web site content and templates to occur at a specific time or on a recurring basis
- Deployment of content and templates from the staging environment to the production environment should never take the Web server down for any amount of time
- The solution should provide the ability to synchronize data from multiple production servers regardless of the number of changes made on each individual server
- CMS must be able to output to LAMP stack (MySQL, PHP, Apache required)

- CMS must support multi-tenancy

Analytics/Reporting

- Provide analytic and reporting functionality using an external Analytics tool
- Log reports about the status and history of a piece of content
- Publish a timetable of release dates or content submission dates
- Provide for user-definable audit reporting on an ad hoc basis
- Integrate with external reporting tools
- Ability to create custom reports

Other Application Capabilities

- Ability to “collaborate” with other applications such as Microsoft SharePoint, e-mail systems, process design tools and office suites. List the applications for which collaboration is currently enabled.

Additional Options

- Blogging and Forums
 - Allow users to manage their own content and post immediately (if enabled)
- RSS feeds from specified content

Personalization

- Allow students to login and display targeted content
- Display content targeted toward specific user profiles
- Target content based on visitor-supplied preferences
- Apply personalization rules to elements smaller than pages

Localization (long-term need)

- Provide support for:
 - A variety of languages and character sets
 - Existing, internally deployed Web sites and have the ability to methodically deploy new Web sites for other languages and countries
 - Multiple translations of the same page
 - Double-byte character sets and Asian languages
 - Editing in multiple languages
 - Full-text searching across all languages

TECHNICAL SPECIFICATIONS**Architecture**

The proposal should address the following information about the architecture of the application in as much detail as possible:

- Reliability/availability of the solution
- Application monitoring (errors/exceptions, users, logging, troubleshooting)
- Maintenance of the solution under high usage
- Scaling limits
- How do you scale the solution (horizontal/vertical)?
- Maximum number of concurrent users
- Session management options
- Archiving strategy
- Technology stack used
- Underlying database

- System architecture
- How does your product support multiple environments (development, staging, production)?
- What is your product release and update schedule?
- What are the server operating systems, Web servers and application servers supported by the solution?
- What are the supported database management systems?
- What are the industry standards with which the solution is compliant (e.g., XML, WebDAV, Simple Object Access Protocol (SOAP), Representational State Transfer (REST), etc.)?
- On what development platform is the CMS built?
- Which hardware platforms and operating systems does the product support?
- What are the hardware requirements?
- What are the performance-enhancing features provided in the solution (for example, caching, server clustering, load balancing and replication)?
- How is content stored within the CMS?

System Integration and API's

- Describe the product capabilities and features for integrating with other databases and/or applications.
- Describe the types of simple and complex integrations that can be achieved by the tools/features of your product.
- What open application programming interfaces (APIs) and standard languages does the solution support?
- List digital asset management products with which the CMS integrates.
- List document management products with which the CMS integrates.
- List ERP or Customer Relationship Management (CRM) products with which the solution integrates.
- Describe the preferred approach for integration with the system.

IMPLEMENTATION APPROACH & SERVICES

- Describe your standard implementation methodology, including phases, key outcomes and deliverables.
- Describe the different professional service roles that you offer including the position title and skills/expertise, as well as how customers' best use the resource. Provide rates associated with each professional service role using the tables in the cost of ownership section.

SUPPORT

- Describe your support infrastructure:
 - Location(s)
 - Operating hours
 - Communication options for customers to submit and receive trouble/question calls (phone, Web application)
 - Process for reporting bugs and tracking bug fixes
 - Different levels of support and the associated fees
 - Communication and delivery of updates and fixes

RFP INSTRUCTIONS

Response to this RFP should be submitted electronically to pamela.fox@bridgepointeducation.com or via mail to:

Pamela Fox
Bridgepoint Education
13500 Evening Creek Drive, North
Suite 600
San Diego, CA 92128

All submissions must be received by 5 PM PST on June 26, 2009 for consideration.

Please direct any questions regarding this RFP to:

Pamela Fox, Software Project Manager
Bridgepoint Education
1.866.475.0317 x3450
pamela.fox@bridgepointeducation.com.

PROPOSAL FORMAT AND RESPONSE

The following format should be followed when preparing the proposal response. Please return the APPENDIX A - Bridgepoint Education RFP Acknowledgement Form stating your intentions to respond (or not to respond) with a proposal and a signed APPENDIX C - Bridgepoint Education VENDOR CONFIDENTIALITY AGREEMENT by May 12, 2009.

Title Page

Show the RFP name, submission closing date, Vendor name, address, telephone number, facsimile (fax) number, e-mail address, and the name of the Vendor contact person.

Letter of Introduction

One page, introducing the firm and the proposal, signed by the person(s) authorized to sign on behalf of and bind the Vendor to statements made in the proposal.

Table of Contents

Show the page numbers of all major headings.

Executive Summary

Summarize, in no more than two pages, the key features of the proposal.

Methodology / Solution / Scope / Project Plan

Indicate your understanding of the key requirements of the project and the methodology you will use in undertaking the project. Be sure to address all of the requirements and specifications contained in the RFP, including:

- Scope of the project and BPE's objectives
- Include a set of facts and assumptions, rationale and decisions
- Indicate timelines, milestones and products and services to be delivered

- Project management, including problem identification and resolution
- Risk management strategy
- Quality assurance and testing methodology
- Monitoring strategy
- Reporting procedures including communication strategy and process with BPE

Price Proposal (Total Project Cost and Specific Breakdown)

The cost portion of the response to this RFP shall be broken down into the following sections:

- Cost for implementing survey solution software
 - If vendor solution has pricing based upon cost per concurrent license and unlimited licenses, please quote based upon both scenarios
- Recommended hardware purchases
- Annual maintenance costs (if any)
- Support options

References

Provide a minimum of three (3) references currently using the proposed solution, preferably in the higher education arena. Please be sure to include contact name, telephone number and e-mail address.

ESTIMATED TIMETABLE

The following example timetable outlines the anticipated schedule for specific RFP activities:

Event	Anticipated Date
RFP issued	5/4/09
Vendors to submit questions	5/5 – 5/12/09
Fax RFP Acknowledgement Form and Vendor Confidentiality Agreement	5/13/09
Distribute Questions and Answers	5/14/09
Closing date for proposal submission	5/29/09
Front-runner or short-list announcement	6/5/09
Proposal presentations	6/16 – 6/19/09
Contract Award	6/26/09

EVALUATION CRITERIA

All proposals received by the deadline shall be given due consideration. Proposals received after the deadline shall be reviewed at BPE's discretion.

Vendors will be required to prepare and present a demonstration of their product and how it meets our requirements. The presentation format will be the same for all presenters and will be sent to all vendors selected to present.

Proposals shall be evaluated based upon several criteria including but not limited to:

1. Viability of the company (customer base, years in business, profitability, etc.)
2. Completeness of proposal

3. Vendor's track record with implementing like solutions
4. Overall cost of proposed solution
5. Vendor's ability to meet the stated requirements of this RFP.
6. Vendor's proven ability to implement solution within six months (or less) of signed agreement.

The proposing Vendor, through the submission of a proposal, agrees to all terms and conditions of this RFP, including but not limited to, the Additional Terms and Conditions set forth below.

ADDITIONAL TERMS AND CONDITIONS

MODIFICATION OF TERMS / RFP CANCELLATION

BPE reserves the right to modify the terms of the RFP prior to the proposal submission date at its sole discretion. Proposing Vendors will be advised of any changes or modifications in writing from BPE. BPE also reserves the right to cancel the RFP at any time prior to entering into an agreement with the selected proposing Vendor.

FERPA

The selected proposing Vendor shall represent and covenant that:

- (a) Its use and maintenance of any educational records containing personally identifiable student information that is provided to it by BPE pursuant to the Agreement remains subject to the direct control of BPE. It shall not use or allow access to personally identifiable information from educational records except in accordance with the requirements established by BPE.
- (b) It is familiar with, and will comply with in all material respects, all applicable laws and regulations pertaining to student educational records and privacy, including without limitation the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and subsequent codes, and its implementing regulations at 34 C.F.R. Part 99; and it promptly will notify BPE in the event it receives notice of any investigation, inquiry or proceeding concerning privacy of student information received by it from BPE.
- (c) It does not and will not provide any information protected by such laws and regulations as set forth in (b) above to any third party, and it does not and will not divulge any protected student information to any third party.
- (d) It will destroy all student and applicant data provided to it by BPE pursuant to the Agreement within ten (10) days of the project completion.
- (e) It will provide a written statement signed by an authorized representative of the selected proposing Vendor to BPE confirming that it has deleted all student and applicant data from its systems, destroyed any paper or other copies of any such data, and has not retained in any form any such data.

The selected proposing Vendor shall also agree to additional data security terms.

SUBCONTRACTING

Subcontracting may not be allowed as a condition of the anticipated agreement.

LIABILITY FOR ERRORS

The information contained in this RFP is supplied solely as a guideline for proposing Vendors. The information is not guaranteed or warranted to be accurate by BPE, nor is it necessarily comprehensive.

CONFIDENTIALITY OF INFORMATION

Information pertaining to BPE obtained by the selected proposing Vendor as a result of participation in this project / agreement is confidential and must not be disclosed without written permission from an authorized representative of BPE.

CONFIDENTIALITY AGREEMENT

The selected proposing Vendor will be subject to a vendor Confidentiality Agreement.

OWNERSHIP OF THE PROPOSALS

All proposals, including attachments and any documentation, submitted to BPE become the property of BPE.

LAWS OF THE JURISDICTION

Any agreement resulting from this RFP will be governed by and will be interpreted in accordance with the laws of the State of California, irrespective of the choice of law rules of that or any other state. Any legal action relating to or arising out of the parties' agreements shall be venued exclusively in a state or federal court within the state of California.

INDEMNIFICATION

The selected proposing Vendor agrees to indemnify and hold harmless BPE and its past, present, and future officers, directors, partners, shareholders, members, managers, agents, employees, successors, subsidiaries, parents, assigns, representatives, attorneys, affiliates, heirs and insurers, from any and all claims, demands, lawsuits, liabilities, damages, expenses (including reasonable attorney fees), and/or costs arising out of or related to the selected proposing Vendor's provision of services pursuant to the Agreement.

INSURANCE

Any agreement arising out of this Request for Proposal may require that the selected proposing Vendor, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the term of the Agreement specific types of insurance with insurers licensed in the particular province where the Agreement is to be performed. The selected proposing Vendor may be required to provide BPE with a Certificate of Insurance. The types of insurance that could be required are:

- Professional Liability (errors and omissions) - usually in an amount of \$ 1,000,000 or more insuring the selected proposing Vendor's liability resulting from errors and omissions in the performance of professional services during and after the Agreement. It is advisable to obtain this kind of insurance with projects involving engineering, architectural, information technology, and other specific professional services.

SOFTWARE

It is the selected proposing Vendor's responsibility to ensure that BPE has all applicable licenses required for any software that may be used as part of the Agreement.

INTELLECTUAL PROPERTY RIGHTS

BPE will be the owner of the intellectual property rights, including receiving patent, assignment of copyright, waiver of moral rights, trademark and industrial design in any product, business process, and software or training program developed specifically through the Agreement. Licensing and marketing rights of the developed product may be negotiated separately.

INDEPENDENT CONTRACTOR

It is agreed that the selected proposing Vendor is not an agent of BPE, but rather a mere independent contractor, and thus BPE will not be held liable for any loss or damage caused by the selected proposing Vendor.

NO ASSIGNMENT

The selected proposing Vendor may not assign its Agreement with BPE to any other party without the express written consent of BPE.

ATTORNEY FEES

In the event BPE is required to pursue legal action against the selected proposing Vendor to vindicate its rights under the parties' Agreement, BPE shall be entitled to recover its reasonable attorney fees and expenses.

NO THIRD PARTY BENEFICIARIES

The Agreement between BPE and the selected proposing Vendor is not intended to create and does not create any legally enforceable rights in or benefits to any third party.

FORCE MAJEURE

"Force Majeure" means unforeseeable causes beyond the reasonable control of and which occur without the material fault or negligence of the party claiming Force Majeure, including, without limitation, acts of God, wars, insurrections, riots, acts of any governmental units, strikes, blackouts, explosions, fires, floods, earthquakes, landslides, lightning, wind, terrorism, sabotage, any failure of equipment or other similar events. If as a result of Force Majeure a party hereto is rendered wholly or partly unable to perform its obligations under the Agreement, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

- (a) The party claiming relief gives the other party prompt written notice describing the particulars of the Force Majeure.
- (b) The permitted suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure.
- (c) A Force Majeure may continue only so long as the party claiming Force Majeure is exercising commercially reasonable efforts to eliminate the Force Majeure condition. If at any time during the period of Force Majeure, the non-performing party fails to undertake or ceases undertaking commercially reasonable efforts to remedy its inability to perform, then the non-performing party shall no longer be excused from its performance.
- (d) If the Force Majeure condition materially affects a party's performance hereunder for a period greater than ten (10) business days, then the other party shall be entitled to terminate this Agreement upon giving written notice to the non-performing party.

SEVERABILITY

If any provision contained in the Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision contained herein or the remaining portion of a partially invalid provision, which shall remain in force, and the provision in question shall be modified by the court so as to be rendered enforceable.

AGREEMENT CANCELLATION / TERMINATION

The agreement between BPE and the selected proposing vendor shall be for a period of one (1) year. The agreement shall automatically renew each year thereafter unless BPE or the selected proposing vendor provides written notice to the other party at least ninety (90) days prior to the expiration of the current agreement period of the party's intent not to renew. The agreement may also be terminated for material breach of any term(s) of the agreement if the nonbreaching party provides written notice of same to the breaching party and the breach is not cured within thirty (30) days after receipt of such notice.

APPENDIX A - BRIDGEPOINT EDUCATION RFP ACKNOWLEDGEMENT FORM

Request for Proposal Name	Web Content Management System
----------------------------------	-------------------------------

Please complete this form and return via fax by COB 05/13/09 to:

BPE Contact:	Pamela Fox, Software Project Manager Bridgepoint Education
Address:	13500 Evening Creek Drive North, Suite 600 San Diego, CA 92128
Phone:	1.866.475.0317 x3450
Fax:	1.858.391.3120
Email:	pamela.fox@bridgepointeducation.com

In order to receive any additional information regarding this RFP, please complete this form and return by fax to the RFP contact person.

Company Name:	
Address Line 1:	
Address Line 2:	
City, State ZIP:	
Contact Person:	
Position:	
Phone Number:	
Fax Number:	
Email Address:	

Check appropriate responses in A and B below:

- A. ☐ We **will** be submitting a proposal ☐ We **will not** be submitting a proposal.
- B. I authorize BPE to send further correspondence (unable to fax or e-mail) relevant to this RFP that is deemed to be of an urgent nature by the following method:
- ☐ **Courier collect:** courier name and acct no. _____
- ☐ **Mail:** _____

DATE: _____ **NAME:** _____

SIGNATURE: _____ **POSITION:** _____

APPENDIX B – OPTIONAL CAPABILITIES: E-COMMERCE

BPE has a long-term need to manage e-commerce sites through the same Web CMS. The e-Commerce features of the CMS should include the ability to:

- Connect with payment gateways out of the box
- Give refunds
- Create custom payment methods other than credit cards for extendibility
- Cross sell for individual product types (based upon previous customers)
- Upsell for individual product types
- Update product inventory upon checkout
- Provide shipping information for United Parcel Service (UPS)/FedEx upon checkout
- Provide shipping information for additional customizable providers (e.g., DHL)
- Provide integration points with Enterprise Resource Planning (ERP) systems
- Maintain order management and fulfillment
- Create new product types with custom properties and custom displays
- Sell a single product in a variety of formats
- Define the structure of product information added into the e-Commerce solution
- Validate the format of all required product information for Web site display
- Categorize products into multiple hierarchical categories for site browsing and navigation
- Ability for Web site visitors to search for products available
- Search within specified product types
- Manage taxes by country, region or ZIP code
- Connect with shipping providers out of the box

APPENDIX C - BRIDGEPOINT EDUCATION VENDOR CONFIDENTIALITY AGREEMENT

VENDOR CONFIDENTIALITY AGREEMENT

This Vendor Confidentiality Agreement dated as of _____, 200_ (this "Agreement"), is made and entered into by and between _____ ("Vendor"), and Bridgepoint Education, Inc., a Delaware corporation (the "Company"). Vendor and the Company are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company is considering engaging Vendor to supply the following products: [List] _____ (collectively, the "Products") to the Company (the "Engagement");

WHEREAS, in connection with the Engagement, the Company shall be disclosing to Vendor certain Confidential Information (as defined below); and

WHEREAS, as a condition precedent to the Engagement and the disclosure of the Confidential Information, the Company has requested Vendor, and Vendor has agreed, to enter into this Agreement as a means of protecting the Confidential Information.

NOW, THEREFORE, in view of the promises and mutual consideration contained herein and incorporating into this Agreement the above Recitals, the Parties hereto agree as follows:

1. Definition of Confidential Information. "Confidential Information" shall mean any and all information disclosed hereunder related to the Company, its affiliates and/or its subsidiaries, including, but not limited to, agreements, documentation, financial information, administrative and business records, notes, memoranda, analysis, studies, governmental licenses, employee records, prices, discounts, customer lists, vendors, products, business plans and/or projections, knowledge, products, materials, financials, proprietary information, technical data, trade secrets, know-how, copyrights, patents, trademarks, intellectual property -- any of which is not generally known -- and all other proprietary information of the Company, whether in written, oral, magnetic or other machine-readable format, prepared by the Company, or on its behalf by its directors, officers, shareholders, partners, members, trustees, managers, employees, agents and other representatives, which contain or otherwise reflect such Confidential Information, together with any and all copies, extracts or other reproductions thereof.

2. Exclusions from Confidential Information. Confidential Information shall not include any of the foregoing items that: (a) is in Vendor's possession at the time of disclosure, as evidenced by Vendor's files and records immediately prior to the time of such disclosure; (b) prior to or after the time of disclosure becomes publicly known and made generally available other than as a result of any improper action or inaction of Vendor; (c) is approved in advance by the Company, in writing, for release by Vendor; or (d) is required to be disclosed by

Vendor by applicable law (as advised by Vendor's legal counsel) or proper legal, governmental or other competent authority, provided that (i) the Company shall be notified sufficiently in advance of such requirement so that it may seek an appropriate protective order or take other appropriate action with respect to such disclosure; and (ii) Vendor shall disclose only such portion of the Confidential Information as it is legally required to disclose (as advised by Vendor's legal counsel) and shall use reasonable efforts to assure that confidential treatment shall be accorded such Confidential Information. The Company shall be provided with an opportunity to review any Confidential Information prior to its disclosure.

3. Use and Non-Disclosure. Vendor agrees that it will not use, disseminate, or in any way disclose any Confidential Information of the Company to any person, firm or business (including directors, officers, employees, agents and affiliates) (the "Representatives"), except to those employees and agents of Vendor whose knowledge of the Confidential Information is required in order for Vendor to supply the Products to the Company (it being agreed and understood that such Representative will be informed by Vendor of the confidential nature of such information and will be directed by Vendor to treat such information confidentially and that Vendor shall be jointly and severally responsible for any disclosures by such Representative). Vendor agrees that: (a) it shall hold the Confidential Information in confidence; it does acknowledge the Company's proprietary rights therein and it shall exercise at least the same care with respect thereto as it exercises with respect to its own confidential information, but in no event with less than reasonable care; (b) it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent any Confidential Information from falling into the public domain or the possession of unauthorized persons; and (c) it shall not use, disclose or disseminate or allow to be disclosed or disseminated any Confidential Information to any third party without the prior written consent of the Company. Without limiting the foregoing, Vendor expressly agrees that it shall not communicate or disclose to any third party that any Confidential Information has been disclosed to it, or that it is supplying the Products (including any details whatsoever relating to the Products being supplied to the Company) to the Company without the prior written consent of the Company. Vendor further agrees to notify the Company of any misuse, misappropriation or unauthorized disclosure of any Confidential Information promptly upon becoming aware of any such misuse, misappropriation or unauthorized disclosure by any person.

4. Ownership and Return of Confidential Information and Other Materials. All Confidential Information of the Company shall remain the property of the Company. Vendor agrees to return promptly all copies of any Confidential Information to the Company upon its request, without retaining any duplicates, and to delete or cause to be deleted all Confidential Information from any hard drive or other electronic storage device owned or used by Vendor. In lieu of returning all Confidential Information in its possession to the Company, if requested to do so by the Company, Vendor may destroy all such Confidential Information and confirm such destruction in writing to the Company.

5. Securities Laws Restrictions. Each Party acknowledges and agrees that it is aware (and that its representatives are aware or, upon receipt of any Confidential Information, shall be advised) of the restrictions imposed by the United States federal securities laws and other applicable foreign and domestic laws on a person

possessing material non-public information about a public company and that each Party and its representatives shall comply with such laws, including without limitation, prohibitions on purchasing or selling securities of such public company or communicating non-public information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities.

6. No Required Disclosures. Vendor understands that nothing herein (a) requires the disclosure of any Confidential Information of the Company, which shall be disclosed if at all solely at the option of the Company; or (b) requires the Company to proceed with any proposed transaction or relationship.

7. Remedies. Vendor acknowledges and agrees that due to the unique nature of the Company's Confidential Information that money damages would not be a sufficient remedy for any breach of Vendor's obligations under this Agreement and that the Company shall be entitled to an injunction (without the necessity of posting a bond or proving any damages) restraining Vendor from disclosing any Confidential Information, in whole or in part. This remedy shall not prohibit the Company from pursuing any other remedies, at law or in equity, that may be available to it, including without limitation, monetary damages. No failure or delay to enforce any provisions of this Agreement shall be interpreted to be a waiver of the Company's rights hereunder, nor shall it preclude the Company's subsequent enforcement of any such rights.

8. Indemnity. Vendor shall indemnify and hold harmless the Company and its representatives from and against any and all damages, losses, liabilities, costs, expenses, penalties, and legal fees suffered by any of them arising out of any breach or default by Vendor or its Representatives under this Agreement.

9. Miscellaneous.

9.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.

9.2. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the matters contemplated hereby and supersedes any and all prior agreements, arrangements and understandings among the Parties relating to the subject matter hereof.

9.3. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction), and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

9.4. Successors and Assigns. This Agreement and the rights and obligations hereunder may not be assigned by Vendor and any attempt to assign the rights and obligations hereunder in violation of this Section shall be void. Subject to the foregoing, this Agreement shall be binding upon the Parties and their respective successors, heirs, executors and administrators.

9.5. Attorneys' Fees. If any action or proceeding for the enforcement of this Agreement is brought, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.

9.6. Survival. Except as otherwise expressly provided herein, all of the covenants and agreements of the Parties contained herein shall survive indefinitely.

9.7. Jurisdiction. Any action or proceeding arising out of or related to this Agreement shall be conducted only in San Diego, California. Vendor hereby irrevocably consents and submits to the exclusive personal jurisdiction of and venue in the state and federal courts located in San Diego, California.

9.8. Consultation with Counsel. Vendor acknowledges and agrees that it fully understands its right to discuss all aspects of this Agreement with a private attorney, and that to the extent, if any, it has desired, it has availed itself of this right, that it has carefully read and fully understands all of the provisions of this Agreement, and that it is voluntarily entering into this Agreement.

9.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile signature shall be deemed an original for purposes of evidencing execution of this Agreement.

9.10. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against either Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Vendor Confidentiality Agreement as of the date first above written.

Bridgepoint Education, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Vendor

By: _____

Name: _____

Title: _____

Date: _____