

ONLINE EDUCATION SYSTEM MASTER AGREEMENT
For Eastern Kentucky University RFP 23-10

This Online Education System Master Agreement is entered into as of July 1, 2010 (the "**Execution Date**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**") replaces the E-Learning Program Development and Distribution Master Agreement entered into December 21, 2005.

1. INTRODUCTION

The University and the Company have entered into this Agreement for the purpose of marketing, promoting, and delivering e-learning or online courses and programs to students of the University and is developed in response to the University's Request for Proposal (RFP) 23-10: Online Education System with the contract for professional services awarded to Compass Knowledge Group, LLC.

2. DEFINITIONS

- a. "**Agreement**" means this Online Education System Master Agreement and all exhibits, schedules, and ancillary documentation, including, but not limited to, the Program Term Sheets, statements of work, and prospectuses.
- b. "**Company**" shall include Compass Knowledge Group, LLC and its affiliates, subsidiaries, successors, and assigns.
- c. "**Company Provided Material**" means all content, data, information, materials, and all other intellectual property provided to, and/or developed for, the University and/or the E-Learning Project under this Agreement by the Company (in hard-copy or electronic format, and all derivatives thereof) (e.g., marketing material, websites, handbooks, prospectuses, templates, etc.).
- d. "**Confidential Information**" means any and all information which is disclosed by one Party to the other hereunder and identified as Confidential Information at the time of disclosure. Confidential Information shall include, at a minimum: (a) all information protected by FERPA and/or Title IV of the Higher Education Act (as amended), (b) Company Provided Material, and (c) University Provided Material. Confidential Information shall not include information: (i) that was known by the receiving Party, as shown by written documentation, other than as a result of a prior confidential disclosure to such Party; (ii) that is in the public domain through no fault or omission of the receiving Party; (iii) that is obtained from a third party free from any obligation of confidentiality to the disclosing Party; (iv) that is created or developed by the receiving Party, without use of the Confidential Information of the disclosing Party, by persons who did not have access to the disclosing Party's Confidential Information; or (v) is required by law or legal process to be disclosed to a third party.
- e. "**E-Learning Program(s)**" mean(s) the set of E-Learning Program Courses and other curriculum items which make up the distance learning degree and/or certificate program of study for the University.
- f. "**E-Learning Program Course(s)**" mean(s) the individual course offerings designed to fulfill a particular set of learning objectives and other University requirements necessary to complete the E-Learning Program.
- g. "**Effective Date**" means the effective date for each E-Learning Program as set forth in the applicable Program Term Sheet.
- h. "**E-Learning Project**" means the collaborative development and distribution of the E-Learning Programs referenced in the Program Term Sheets which are to be conducted by the Company and the University pursuant to this Agreement. The E-Learning Project shall include, without limitation, the

E-Learning Program, E-Learning Program Courses, Company Provided Material, and University Provided Material.

i. **"Faculty"** means the individuals who are appointed by the University to administer the E-Learning Program Courses, and who may be full time or adjunct personnel.

j. **"FERPA"** means the Family Education Rights and Privacy Act of 1974 (as amended).

k. **"Instructional Fees"** mean the revenue earned by the University related to the enrollment of each Student in the E-Learning Program and its E-Learning Program Courses pursuant to this Agreement (e.g., matriculation fees, Student tuition, distance learning fees, technology fees, etc.). To the extent not already deducted from the calculation of the revenue earned for each enrolled Student, the following items shall not be included in the calculation of Instructional Fees: discounts, refunds, credits, rebates, and application fees.

l. **"Intellectual Property Rights"** mean: (i) all trademarks, trade dress, service marks, trade names and brand names; (ii) all copyrights, copyright registrations and copyright applications; (iii) all patents and patent applications; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, moral rights, and all other types of intellectual property; and/or (vi) all rights in any derivative works of the foregoing.

m. **"Party"** or **"Parties"** mean(s) individually either the Company or the University (as applicable), and collectively the Company and the University.

n. **"Program Term Sheet"** means the form attached hereto as Exhibit A (Program Term Sheet), and the accompanying statement(s) of work, whereby the Parties will develop and agree upon the key terms for each E-Learning Program. The Parties will execute a separate Program Term Sheet for each new E-Learning Program.

o. **"Steering Committee"** means the committee of the Company and the University representatives established pursuant to Section 3 (Steering Committee) hereof to administer the E-Learning Project with respect to each Program Term Sheet and/or group of Program Terms Sheets (as mutually agreed upon from time to time by the Company and the University).

p. **"Students"** mean all registered enrollees in the E-Learning Program Courses after the published enrollment drop/add deadline established for the E-Learning Program.

q. **"Term"** shall be as defined in Section 9.a (Term) of the Agreement.

r. **"University"** shall include Eastern Kentucky University, and its campuses, colleges, divisions, and departments.

s. **"University Provided Material"** means all content, data, information, materials, and all other intellectual property provided to, and/or developed for, the Company and/or the E-Learning Project under this Agreement by the University (in hard-copy or electronic format, and all derivatives thereof) (e.g., schedules, course content, multi-media, course management system, etc.).

3. **STEERING COMMITTEE**

a. **Decision Making.** The Steering Committee shall be responsible for managing the general affairs and activities of the Parties with respect to each Program Term Sheet and/or group of Program Terms Sheets (as mutually agreed upon from time to time by the Company and the University).

b. **Steering Committee Designees.** The Steering Committee shall consist of two (2) representatives designated by each of the Company and the University as set forth in the Program Term Sheet. Each

Party shall have the right at any time to substitute individuals, reasonably acceptable to the other Party, on a permanent or temporary basis, by giving written notice thereof to the other Party.

c. Steering Committee Meetings.

i. Schedule of Meetings. The Steering Committee shall meet (by teleconference, videoconference, or in person) at such times as the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party, in addition to the members of the Steering Committee, may attend Steering Committee meetings as non-voting observers at the invitation of either Party and with the approval of the other Party.

ii. Operations. At each Steering Committee meeting, a majority of the members of the Steering Committee shall constitute a quorum. Each Steering Committee member shall have one vote on all matters before the Steering Committee. Provided a quorum is present, all decisions of the Steering Committee shall be made by majority vote of all of the members of the Steering Committee. In the event that the Steering Committee is unable to resolve any matter before it, such matter shall be resolved as set forth in Section 3(c)(iii) (Dispute Resolution) hereof. The Steering Committee shall keep accurate minutes of its deliberations that record all proposed decisions and all actions recommended or taken. Each Party shall each bear their own expenses and that of their respective Steering Committee members related to their participation on the Steering Committee and attendance at Steering Committee meetings.

iii. Dispute Resolution. In the event that the Steering Committee shall not be able to reach a decision or take an action on any matter hereunder, then the matter in question shall be referred for resolution to the Chief Executive Officer of the Company and the President of the University (or a designated senior officer of the Company or University). In the event that said officers are unable to resolve such matter after reasonable efforts to do so and after the passage of a reasonable period of time under the relevant circumstances, but in no event more than thirty (30) days, either Party shall be entitled to pursue all available remedies under this Agreement.

4. AGREEMENT STRUCTURE

The Parties shall execute a Program Term Sheet for each individual E-Learning Program under this Agreement. Each Program Term Sheet shall contain a statement(s) of work outlining the specific obligations of each Party with respect to the specific E-Learning Program. In addition, the Company will develop (in coordination with the University) a prospectus for each E-Learning Program named in the Program Term Sheet which will provide the development and delivery plan for the E-Learning Program. The prospectus shall include, at a minimum, the roles and responsibilities of the E-Learning Program faculty and staff as it pertains to the University and the Company, E-Learning Program curriculum, admission and registration requirements and processes, development schedules and timelines, and curriculum delivery structure. Except as specifically set forth in the Program Term Sheet, statement of work, and/or prospectus, all the terms and conditions of this Agreement shall remain in full force and effect with respect to each Program Term Sheet, statement of work, and/or prospectus. Capitalized terms not defined in the Program Term Sheet, statement of work, and/or prospectus shall be as defined in this Agreement. In the event of any conflict and/or inconsistency between this Agreement and a Program Term Sheet, statement of work, and/or prospectus, the order of precedence shall be as follows: (i) the Agreement, (ii) the Program Term Sheet, (iii) the statement of work, and (iv) the prospectus. The Company shall only be obligated to perform those services as specifically set forth in this Agreement, a Program Term Sheet, a statement of work, and/or the prospectus. Any changes to a Program Term Sheet, a statement of work, the prospectus, and/or the overall operation of the E-Learning Project, must be mutually agreed upon by the Parties in writing and may have a significant impact on the Company's ability to perform under this Agreement.

5. LICENSE

a. **License.**

i. University Provided Material. The University hereby grants to the Company for the Term of this Agreement, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the University Provided Material solely as necessary for Company to perform all of its duties and obligations under this Agreement. The University shall have sole responsibility for obtaining any licenses and rights in all Intellectual Property Rights of third parties with respect to the University Provided Material necessary to enable the Company to perform its duties pursuant to this Agreement. Except for the licenses and other rights expressly granted herein to the Company, it is understood and agreed that as between the Parties, the University shall retain all right, title, and interest in its Intellectual Property Rights in the University Provided Material.

ii. Company Provided Material. The Company hereby grants to the University for the Term of this Agreement, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Provided Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall have sole responsibility for obtaining any licenses and rights in all Intellectual Property Rights of third parties with respect to the Company Provided Material necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. Except for the licenses and other rights expressly granted herein to the University, it is understood and agreed that as between the Parties, the Company shall retain all right, title, and interest in its Intellectual Property Rights in the Company Provided Material.

iii. Trademarks. The University hereby grants the Company, for the Term of this Agreement, the world-wide, royalty-free, non-exclusive right and license to use and display the name, trade names and trademarks of the University (the "University Trademarks") for the promotion, advertisement, selling, and exploitation of the E-Learning Programs; provided, however, that such use of the foregoing shall be approved in advance by the University's Associate Vice President for Public Relations and Chief Communications Officer. or similar position. The Company agrees that the University Trademarks shall be operated and run in accordance with the standards and specifications specified in a style guide or other documentation (or both) provided by the University to the Company.

b. **Necessary Acts; Further Assurances.** At its own cost and expense, each Party agrees to execute any documents, deliver such further documents and instruments, and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Section. Upon the termination or expiration of this Agreement for any reason, each Party shall immediately discontinue all access, display, and/or use of the University Provided Material or Company Provided Material (as applicable). Within sixty (60) days of the termination or expiration of this Agreement for any reason, each Party shall return (or destroy) the University Provided Material or Company Provided Material (as applicable), and an officer of each Party shall certify that all such materials have been returned (or destroyed).

6. **FEES AND DISTRIBUTIONS**

a. **Distribution of Instructional Fees.** No later than five (5) days after the published drop/add date during each enrollment term of each E-Learning Program, the University shall report enrollments to the Company. The Company shall provide an invoice for the applicable Company percentage of the Instructional Fees earned for each Student enrollment (the "Company Distribution" – as further defined in the applicable Program Term Sheet) with respect to each E-Learning Program. The payment terms shall be net fifteen (15) days after receipt of invoice. In the same manner, at the conclusion of each academic term, the Parties shall immediately reconcile any outstanding or adjusted Instructional Fees and make any required payments to the Party due same.

b. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees for each enrolled Student in the E-Learning Program Courses for each E-Learning Program, including, but not limited to: the name of, and Instructional Fees earned for, each Student enrolled in each E-Learning Program Course, and all deductions applied in the calculation of Instructional Fees as described in Section 2.k (Instructional Fees). The receipt or acceptance by the Company of any such statement or any Company Distribution shall not prevent the Company from subsequently validating the amount of the Instructional Fees and/or the Company Distribution in accordance with Section 7 (Audit) below.

c. **Additional Fees/Charges.** Any additional fees and/or charges with respect to an E-Learning Program shall be set forth in the applicable Program Term Sheet.

d. **Late Charges.** Time is of the essence with respect to all Company Distributions to be made hereunder. Late payments (i.e., payments received by the Company more than fifteen (15) days after the receipt of invoice) shall accrue interest at the rate of 0.05% per day, or such rate as may be legally chargeable, whichever may be lower.

e. **E-Learning Project Funding.** Except as set forth in this Agreement, each Party shall fund and be responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement with respect to each E-Learning Program. Unless otherwise specifically stated in this Agreement, each Party shall, to the extent it uses any third party products or services to perform its duties hereunder, fund and pay for all costs and expenses of such third party products and services.

7. AUDIT

a. **General.** The Company shall have the right to have an independent certified accountant (the "Auditor") perform an audit (the "Audit") of the University's determination of the amount of the Company Distribution (or other fees/charges) due the Company hereunder, exercisable by written notice delivered to the University at least twenty (20) days prior to such Audit. The University agrees to cooperate with the Company and the Auditor, including providing reasonable access to the financial books, records and materials regarding the E-Learning Program. If there is any difference between the University's determination of the amount of the Company Distribution due Company and that of the Auditor, then the difference shall be immediately due and payable to the proper Party (e.g., overage payable to the University and underage payable to the Company).

b. **Significant Discrepancy.** If there is a Significant Discrepancy between the University's determination of the amount of the Company Distribution due Company and that of the Auditor, then the costs associated with the Audit shall be paid by the University. In all other instances, the costs associated with the Audit shall be paid by the Company. A "Significant Discrepancy" exists with respect to any Company Distribution if the amount of the Company Distribution the Auditor determines is due the Company in any Audit is at least 5% greater than the University's calculation of such Company Distribution.

c. **Maintenance of Records.** All books and records relative to the obligations hereunder shall be maintained and kept accessible and available to the Parties for inspection for the longer of: (i) three (3) years after termination or expiration of this Agreement, or (ii) such time as is required by Title IV of the Higher Education Act (as amended) or other applicable law of which the University advises the Company in writing.

8. CONFIDENTIAL INFORMATION

a. **Confidentiality.** The University and the Company each agree to maintain the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event, less than a commercially reasonable standard of care. The University and the Company each agree that any disclosure of the other Party's Confidential Information to any of its officers, employees, consultants, contractors, or agents shall be made only if and to the extent necessary to carry out its rights and responsibilities under this Agreement, shall be limited to the maximum extent possible consistent with such rights and responsibilities, and shall be made only to persons who are bound by written confidentiality obligations no less restrictive than those set forth in this Agreement. Except as set forth above, the University and the Company each agree not to disclose the other Party's Confidential Information to any third parties under any circumstance without the prior written approval from the other Party (such approval not to be unreasonably withheld), except as required in any application for regulatory approvals or as otherwise required by law. Each Party will notify the other Party if disclosure is required in any application for regulatory approvals or by law, but any additional action to prevent release or otherwise protect the Confidential Information must be undertaken by the Party in receipt of such notice at its own expense.

b. **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days of the termination or expiration of this Agreement for any reason, each Party shall return (or destroy) all the Confidential Information of the other Party, and an officer of each Party shall certify that all such materials have been returned (or destroyed). Notwithstanding the foregoing, one copy of all Confidential Information may be retained in inactive archives solely for the purpose of establishing the contents thereof.

c. **Publicity.** The Parties, upon the execution of this Agreement, will agree upon the text and the exact timing of an initial public announcement relating to the transactions contemplated by this Agreement as soon as possible after the Execution Date (such agreement not to be unreasonably withheld or delayed). Thereafter, the Parties will agree on the text and the timing of any subsequent public announcements regarding this Agreement or the transactions contemplated herein; provided, however, that after any written statement is approved for disclosure by the Parties, either Party may make subsequent public disclosure of the contents of such statement without the further approval of the other Party. Any costs incurred for public relations in respect of this Agreement shall be paid by the Party incurring the expense.

d. **Injunctive Relief.** The Parties agree that the provisions and restrictions contained in this Section are necessary to protect their respective legitimate continuing interests, and that any violation or breach of these provisions will result in irreparable injury to the non-breaching Party for which a remedy at law would be inadequate. Therefore, in addition to any relief at law which may be available to the non-breaching Party for such violation or breach, and regardless of any other provision contained in this Agreement, the non-breaching Party shall be entitled to injunctive and other equitable relief as a court may grant after considering the intent of this Section.

9. **TERM AND TERMINATION**

a. **Term.** This Agreement shall take effect as of the Execution Date and shall continue until the expiration of the last E-Learning Program as set forth in the Program Term Sheet (the "**Term**"), unless sooner terminated in accordance with the provisions of this Section.

b. **Termination.**

i. **Agreement Termination.** This Agreement and all E-Learning Programs may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of the E-Learning Project Master Agreement by the other Party; provided,

however, the breaching Party has not cured such material breach during the sixty (60) day period; (iii) by one Party upon written notice in the event that: (a) the other Party shall have dissolved, ceased active business operations or liquidated, unless such dissolution, cessation or liquidation results from reorganization, acquisition, merger or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and, in the event such a proceeding has been brought against such Party, remains undismissed for a period of sixty (60) days, or (iv) if required by the provisions of KRS 45A.145 or by disapproval by the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky or if exercised by either Party pursuant to the terms of an approved Personal Service Contract.

ii. E-Learning Program Termination. Any E-Learning Program may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of a Program Term Sheet (or the accompanying statement(s) of work or prospectus) by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; or (iii) upon ninety (90) days prior written notice given by either Party if there are less than that certain number (as set forth in the Program Term Sheet) of unique Students enrolled in the subject E-Learning Program (the "**Minimum Number of Students**") during the time period(s) set forth in the Program Term Sheet (the "**Time Period(s)**").

c. **Survival.** Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect. Furthermore, a termination of any one or more of the Program Term Sheets shall have no effect on the other Program Term Sheets and this Agreement. Company Distributions earned by the Company prior to any expiration or termination of this Agreement or any Program Term Sheet shall be paid to the Company as provided in Section 6 (Fees and Distributions) notwithstanding such termination or expiration. Company Distributions that would otherwise be due the Company subsequent to such termination or expiration, but for such termination or expiration, (the "**Post Termination Distributions**") shall be the amount of the Company Distribution in effect on the date of such expiration or termination and shall be calculated only with respect to those Students enrolled in the E-Learning Program or E-Learning Program Courses as of the date of such expiration or termination, and as long as such Students remain enrolled in the E Learning Program or E Learning for a period not to exceed four years after such expiration or termination. The foregoing Post Termination Distributions shall not apply to the extent they are prohibited by KRS 45A.145 or by disapproval by the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky.

10. REPRESENTATIONS AND WARRANTIES

a. Company Warranties.

i. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

ii. Right to Use. The Company represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the University to use) any Company Provided Material as set forth in this Agreement.

iii. Infringement. The Company represents and warrants that it has no actual knowledge that the Company Provided Material infringes upon the valid Intellectual Property Rights of any third party.

iv. Compliance with Laws. The Company represents and warrants that it is in material compliance with applicable laws and regulations and has no actual knowledge of any basis for the revocation or material limitation of any license or approvals relating to the services provided under this Agreement.

b. **University Warranties.**

i. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

ii. Right to Use. The University represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the Company to access, display, and use) any University Provided Material as set forth in this Agreement.

iii. Infringement. The University represents and warrants that it has no actual knowledge that the University Provided Material infringes upon the valid Intellectual Property Rights of any third party.

iv. Compliance with Laws. The University represents and warrants that it is in material compliance with all applicable laws, regulations, and accrediting body standards, possesses all required educational approvals and accreditations, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.

v. Right to Services. The University represents and warrants that during the current active and unexpired Term of a Program Term Sheet, the University will work exclusively with the Company and with no other person or entity, and will not grant a license to the University Provided Material to any other person or entity, for the purpose of providing the services set forth in such Program Term Sheet (and the accompanying statement(s) of work and prospectuses) with respect to the E-Learning Programs and/or E-Learning Program Courses developed in connection with this Agreement. Notwithstanding the above, the Parties acknowledge and agree that the University may promote and market the E-Learning Programs and the E-Learning Program Courses through the use of its own internal marketing efforts, and without the use and/or assistance of any other person or entity in violation of this Section.

c. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PARTIES FURTHER AGREE THAT THE UNIVERSITY IS AN AGENCY OF THE COMMONWEALTH OF KENTUCKY VESTED WITH SOVEREIGN IMMUNITY AND NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER BY THE UNIVERSITY OF SOVEREIGN IMMUNITY OR OF ANY RIGHTS AND PROTECTIONS AFFORDED BY THE CONSTITUTION AND THE LAW OF THE COMMONWEALTH OF KENTUCKY.

11. **INDEMNIFICATION**

a. **University Provided Material.** In the event that the Company (and/or its employees, agents, officers and directors) is the subject of any Claim that use of the University Provided Material, in

accordance with the terms of this Agreement, infringes any Intellectual Property Rights of any third party, the University, to the extent it may be permitted to do so under Kentucky law, agrees to defend, indemnify and hold harmless the Company, its employees, agents, officers and directors from such Claim(s). The Company shall notify the University as soon as practicable upon becoming aware of any such Claim. The failure to provide such notice as soon as practicable shall not be a waiver of the Company's rights under this Section, but the amount of reimbursement to which the Company shall be entitled shall be reduced by the amount, if any, by which the Claims would have been reduced had such notice been delivered as soon as practicable. If any University Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the Company's opinion any of the University Provided Material is, or is likely to be held to constitute, such an infringement, the University shall at its own expense and option: (1) procure the right for the Company to continue using the University Provided Material; (2) replace the University Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the University Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the University shall so notify the Company and the Company shall be entitled to terminate the E-Learning Program impacted by the infringement.

b. Company Provided Material. In the event that the University (and/or its employees, agents, officers and directors) is the subject of any Claim that the use of the Company Provided Material, in accordance with the terms of this Agreement, infringes any Intellectual Property Rights of any third party, the Company agrees to defend, indemnify and hold harmless the University, its employees, agents, officers and Regents from such Claim(s). The University shall notify the Company as soon as practicable upon becoming aware of any such Claim. The failure to provide such notice as soon as practicable shall not be a waiver of the University's rights under this Section, but the amount of reimbursement to which the University shall be entitled shall be reduced by the amount, if any, by which the Claims would have been reduced had such notice been delivered as soon as practicable. If any Company Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the University's opinion any of the Company Provided Material is, or is likely to be held to constitute, such an infringement, the Company shall at its own expense and option: (1) procure the right for the University to continue using the Company Provided Material; (2) replace the Company Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the Company Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the Company shall so notify the University and the University shall be entitled to terminate the E-Learning Program impacted by the infringement.

c. Mutual Indemnification. The Company and the University, to the extent it may be permitted to do so by Kentucky law, (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its employees, agents, officers and directors (the "**Indemnified Party**") with respect to any and all Claims asserted against, imposed upon, or incurred by the Indemnified Party by reason of, arising out of, or resulting from: (i) the breach of any representation, warranty, or covenant of the Indemnifying Party contained in or made pursuant to this Agreement; or (ii) any negligence or intentional misconduct by the Indemnifying Party (or its employees, agents or other representatives) in performing its obligations under this Agreement. Each Party shall, upon becoming aware of a Claim which may be subject to this Section, notify the other Party thereof as soon as practicable. The failure to provide such notice as soon as practicable shall not be a waiver of the Indemnified Party's rights under this Section, but the amount of reimbursement to which the Indemnified Party shall be entitled shall be reduced by the amount, if any, by which the Claims would have been reduced had such notice been delivered as soon as practicable. In the event a court of competent jurisdiction

determines that such Claims arose as a result of the Indemnified Party's negligence, intentional misconduct or breach of this Agreement, the foregoing indemnification obligation shall be proportionately reduced based on the extent to which the court determines the Claims resulted from such negligence, intentional misconduct or breach.

d. **Definition of Claims.** As used in this Section, the term "**Claim(s)**" shall include: (i) all liabilities; (ii) all losses, damages, judgments, awards, settlements, costs and expenses, penalties, and attorneys' fees and expenses; and (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments.

e. **Procedure for Defense of Claims.** After a Party has been notified of a Claim (the "**Defending Party**"), the Defending Party shall defend, negotiate and/or settle such Claim at its expense through counsel of its choice. The Party subject to such Claim has the right to be informed and consulted with respect to the negotiation, settlement or defenses of such Claim, and to retain counsel to act on its behalf, but the fees and expenses of such counsel shall be paid by the Party subject to such Claim. If the Defending Party does not take reasonable action to defend or settle such Claim within thirty (30) days of receipt of notice, the Party subject to such Claim may do so without the Defending Party's participation, in which case the Defending Party shall pay the reasonable expenses of such defense, and the Party subject to such Claim may settle or compromise such Claim without the Defending Party's consent, and the Defending Party shall be bound by the results. Whether or not the Defending Party assumes control of negotiation, settlement or defense of any Claim, the Defending Party shall not settle any Claim of which it is notified hereunder without written consent of the Party subject to such Claim, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement provides solely for monetary damages or other monetary payments by the Defending Party.

12. GENERAL PROVISIONS

a. **Notices.** Any notice to be given to the University or the Company under the terms of this Agreement shall be in writing and may be delivered personally, by telecopy, telex or other form of written electronic transmission, or by registered or certified mail, postage prepaid, and shall be addressed to the contacts sets forth in the Program Term Sheet. Either Party may hereafter notify the other in writing of any change in address. Any notice shall be deemed duly given: (i) when personally delivered, (ii) when telecopied, telexed or transmitted by other form of written electronic transmission (upon confirmation of receipt) or (iii) on the third day after it is mailed by registered or certified mail, postage prepaid.

b. **Further Actions.** The Parties agree to execute such documents or perform such acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

c. **Interpretation; Severability.** The captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement. If any portion of this Agreement shall be held illegal, invalid or inoperative then so far as is reasonable and possible: (i) the remainder of this Agreement shall be considered valid and operative; and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

d. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto have signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

e. **Relationship.** The relationship between the Company and the University is limited solely to that of an independent contractor. Nothing in this Agreement shall be construed to create or imply a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party

may utilize the products and/or services of third party contractors in connection with the performance of the services under this Agreement without the consent of the other Party.

f. **Prohibition on Hiring.** Neither Party shall, during the Term of this Agreement and for a period of one (1) year thereafter, hire or solicit with intent to hire any person who was employed by the other Party during such period, whether such person is hired as an employee or consultant, unless authorized in writing by the other Party.

g. **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing Party will be entitled to reasonable costs and attorneys' fees

h. **Entire Contract.** This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter.

i. **Force Majeure.** Neither Party shall be responsible for delay or failure to perform its obligations under this Agreement to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect third party suppliers of goods or services if no alternate source of such supply is available to the Party. Each Party shall notify the other in the event a force majeure will cause a delay or failure of performance as early as practicable.

j. **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. A waiver shall not be effective unless it is set forth in a document signed by the Party against which such waiver is asserted.

k. **Assignment and Assumption.** The Company shall not assign its rights and obligations under this Agreement without the prior written consent of the University. The Company's rights and obligations under this Agreement may not be assumed by a successor without the prior written consent of the University. Notwithstanding the foregoing, Company shall be entitled to transfer this Agreement and all Program Term Sheets in the event of the sale of all, or substantially all, of the assets, membership, or ownership of Company; provided, however: (i) the assignee agrees in writing be bound by all the terms and conditions of this Agreement and all Program Term Sheets, and (ii) there shall not be a material reduction/degradation in the nature and/or quality of the services agreed to under this Agreement as performed by the assignee as compared to the services provided by Company.

l. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action relating to this Agreement shall be in the Circuit Court in Franklin County Kentucky.

The Parties have executed this Agreement as of the Execution Date.

Compass Knowledge Group, LLC

By: 

Daniel J. Devine
Chief Executive Officer

Date: 19 May 2010

Eastern Kentucky University

By: 

Dr. Janna Vice
Provost -Vice President Academic Affairs

Date: May 20, 2010

Exhibit A-[]
Program Term Sheet

This Exhibit A-[] - Program Term Sheet (the "**Program Term Sheet**") is an Exhibit to the Online Education System Master Agreement entered into as of _____, 20__ (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Master Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** _____ [Insert E-Learning Program Name]

2. **Effective Date:** The effective date is _____ [Insert the date when this Program Term Sheet will become effective]

3. **Enrollment Term:** New Students may enter this E-Learning Program in _____ [Insert enrollment terms when students can begin this E-Learning Program] (each, an "**Enrollment Term**") with an expected E-Learning Program start Enrollment Term of _____ [Insert first Enrollment Term] - pending sufficient Student enrollments.

4. **Steering Committee Designees:**
 - a. For the University: _____ [name the titles for two steering committee members] or their duly appointed representatives
 - b. For the Company: President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives

5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the Effective Date (the "**Initial Term**"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "**Renewal Term(s)**") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "**Term**."

6. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Marketing section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$ _____ to launch the E-Learning Program (the "**Launch Fee**").

7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "**Company Distribution**") and the University will receive the percentage of the Instructional Fees (the "**University Distribution**") as

follows:

8. Additional Fees/Charges: With respect to this E-Learning Program, the following additional fees and/or charges shall apply:

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement):

10. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32835-7632
Attn: Daniel J. Devine, CEO
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.
P.O. Box 149392
Orlando, Florida 32814
Attn: Scott Kizer, Esq.
Fax: 407-894-8126

If to the University:

With a copy to:

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

Eastern Kentucky University

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A-1

Program Term Sheet

This Exhibit A-1 - Program Term Sheet (the “**Program Term Sheet**”) is an Exhibit to the Online Education System Master Agreement entered into as of July 1, 2010 (the “**Agreement**”) by and between Compass Knowledge Group, LLC (“**Company**”) and Eastern Kentucky University (“**University**”) and replaces the Program Term Sheet Exhibit 1, Program 1. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. E-Learning Program:

Master of Science in Safety, Security, and Emergency Management and related Certificates (formerly the Master of Science in Loss, Prevention, and Safety)

2. Effective Date: The effective date is July 1, 2010

3. Enrollment Term: New Students may enter the E-Learning Program at least five (5) times per year: Fall A, Fall B, Spring A, Spring B, and Summer (each, an “**Enrollment Term**”).

4. Steering Committee Designees:

a. For the University: Director of Distance Education and Multimedia Services, College of Justice and Safety and the Department Chair of the E-Learning Program or their duly appointed representatives

b. For the Company: President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives

5. Term: It is the intent of the Parties that this E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from May 22, 2006, the original date of the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the “**Renewal Term(s)**”) unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the “**Term**.” The Parties acknowledge and agree that KRS 45A.145 applies to this Program Term Sheet and controls the term thereof. The Parties further acknowledge and agree that this Program Term Sheet and the services hereunder are subject to the review and approval of the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky and are subject to the terms of a Personal Service Contract pursuant to KRS 45A.695-.725.

6. Launch Fee: Not applicable; the University has already paid the launch fee of \$75,000 to the Company.

7. Distribution of Instructional Fee Revenue: With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "**Company Distribution**") and the University will receive the percentage of the Instructional Fees (the "**University Distribution**") as follows:

a. Company Distribution: 50%

b. University Distribution: 50%

8. Additional Fees/Charges: None

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement): The E-Learning Program has already met this requirement.

10. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32835-7632
Attn: Daniel J. Devine, CEO
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.
P.O. Box 149392
Orlando, Florida 32814
Attn: Scott Kizer, Esq.
Fax: 407-894-8126

If to the University: Dr. Janna Vice
Provost and Vice President for Academic Affairs
Eastern Kentucky University
Coates Box 30 A, Coates Bld. 108
521 Lancaster Ave. Richmond, Ky 40475-3102

With a copy to: Judy W. Spain
University Counsel
Eastern Kentucky University
CPO 40A Coates Bld. 205
521 Lancaster Ave. Richmond, Ky. 40475-3102

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: 

Daniel J. Devine
Chief Executive Officer

Date: 19 May 2010

Eastern Kentucky University

By: 

Dr. Janna Vice
Provost -Vice President Academic Affairs

Date: May 20, 2010

**Statement of Work #1
to Program Term Sheet A-1**

This Statement of Work # 1 (the "**Statement of Work**") is an attachment to Exhibit A-1 - Program Term Sheet for the Master of Science in Safety, Security, and Emergency Management (formerly Master of Science in Loss, Prevention, and Safety) E-Learning Program (the "**Program Term Sheet**") to the Online Education System Master Agreement first entered into as of December 21, 2005 and revised July 1, 2010 (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.

3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.
- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
 - i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
 - ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
 - b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
 - i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
 - ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
 - iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.
 - c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
 - i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance

with the University's policies and procedures for administering student services, as amended from time to time.

- ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.
- e) **Instructional Design, Technology, and Support.**
- i) The University shall develop their E-Learning Program Courses designed for online and distance learning delivery.
 - ii) The University shall convert University Provided Material to the E-Learning Program Course website using the Course Management System software.
 - iii) The University shall produce multimedia presentations as defined by the Faculty and the program directors.

- iv) The University shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).
 - v) The University shall provide technical helpdesk services for students and faculty with telephone and email access.
 - vi) The University shall assist faculty to request textbooks and learning materials for students; and provide bookstore ordering and delivery service for students.
 - f) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the University and Steering Committee.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.

- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities

in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

Exhibit A-2

Program Term Sheet

This Exhibit A-2 - Program Term Sheet (the "**Program Term Sheet**") is an Exhibit to the Online Education System Master Agreement entered into as of July 1, 2010 (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**") and replaces the Program Term Sheet Exhibit 1, Program 2. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. E-Learning Program:

Bachelor of Science in Fire and Safety Engineering Technology

2. Effective Date: The effective date is July 1, 2010

3. Enrollment Term: New Students may enter the E-Learning Program at least five (5) times per year: Fall A, Fall B, Spring A, Spring B, and Summer (each, an "**Enrollment Term**").

4. Steering Committee Designees:

a. For the University: Director of Distance Education and Multimedia Services, College of Justice and Safety and the Department Chair of the E-Learning Program or their duly appointed representatives

b. For the Company: President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives

5. Term: It is the intent of the Parties that this E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from August 20, 2007, the original date of the first Student enrollment in the E-Learning Program (the "**Initial Term**"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "**Renewal Term(s)**") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "**Term**." The Parties acknowledge and agree that KRS 45A.145 applies to this Program Term Sheet and controls the term thereof. The Parties further acknowledge and agree that this Program Term Sheet and the services hereunder are subject to the review and approval of the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky and are subject to the terms of a Personal Service Contract pursuant to KRS 45A.690-.725.

6. Launch Fee: Not applicable; the University has already paid the launch fee of \$75,000 to the Company.

7. Distribution of Instructional Fee Revenue: With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the “**Company Distribution**”) and the University will receive the percentage of the Instructional Fees (the “**University Distribution**”) as follows:

- a. Company Distribution: 50%
- b. University Distribution: 50%

8. Additional Fees/Charges: None

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement): The E-Learning Program has already met this requirement.

10. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32835-7632
Attn: Daniel J. Devine, CEO
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.
P.O. Box 149392
Orlando, Florida 32814
Attn: Scott Kizer, Esq.
Fax: 407-894-8126

If to the University: Dr. Janna Vice
Provost and Vice President for Academic Affairs
Eastern Kentucky University
Coates Box 30A, Coates Bld. 108
521 Lancaster Ave. Richmond, Ky. 40475-3102

With a copy to: Judy W. Spain
University Counsel
Eastern Kentucky University
CPO 40A, Coates Bld. 205
521 Lancaster Ave. Richmond, Ky. 40475-3102

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: 

Daniel J. Devine
Chief Executive Officer

Date: 19 MAY 2010

Eastern Kentucky University

By: 

Dr. Janna Vice
Provost -Vice President Academic Affairs

Date: May 20, 2010

**Statement of Work #1
to Program Term Sheet A-2**

This Statement of Work # 1 (the "**Statement of Work**") is an attachment to Exhibit A-2 - Program Term Sheet for the Bachelor of Science in Fire and Safety Engineering Technology E-Learning Program (the "**Program Term Sheet**") to the Online Education System Master Agreement first entered into as of December 21, 2005 and revised July 1, 2010 (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.

3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.
- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
- ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
- ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
- iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.
- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance

with the University's policies and procedures for administering student services, as amended from time to time.

- ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.
- e) **Instructional Design, Technology, and Support.**
- i) The University shall develop their E-Learning Program Courses designed for online and distance learning delivery.
 - ii) The University shall convert University Provided Material to the E-Learning Program Course website using the Course Management System software.
 - iii) The University shall produce multimedia presentations as defined by the Faculty and the program directors.

- iv) The University shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).
 - v) The University shall provide technical helpdesk services for students and faculty with telephone and email access.
 - vi) The University shall assist faculty to request textbooks and learning materials for students; and provide bookstore ordering and delivery service for students.
 - f) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the University and Steering Committee.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.

- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities

in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

**Exhibit A-3
Program Term Sheet**

This Exhibit A-3 - Program Term Sheet (the "**Program Term Sheet**") is an Exhibit to the Online Education System Master Agreement entered into as of July 1, 2010 (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. E-Learning Program:

General Education and Supporting E-Learning Courses for Bachelor's Degree Completion E-Learning Programs

2. Effective Date: The effective date is July 1, 2010

3. Enrollment Term: New Students may enter the E-Learning Program at least three (3) times per year: Fall, Spring, and Summer (each, an "**Enrollment Term**").

4. Steering Committee Designees:

a. For the University: Dean of College of Arts and Sciences and the Director of Distance Education and Multimedia Services, College of Justice and Safety or their duly appointed representatives

b. For the Company: President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives

5. Term: It is the intent of the Parties that this E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the date of the first Student enrollment in the E-Learning Program (the "**Initial Term**"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "**Renewal Term(s)**") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "**Term**." The Parties acknowledge and agree that KRS 45A.145 applies to this Program Term Sheet and controls the term thereof. The Parties further acknowledge and agree that this Program Term Sheet and the services hereunder are subject to the review and approval of the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky and are subject to the term of a Personal Service Contract pursuant to the terms of KRS 45A.690-.725.

6. Responsibility for Course Development Services. With respect to the instructional design and course development duties defined in the Statement of Work Section 3.e (i and ii) attached to this Program Term Sheet, the University shall provide:

- a. General Education and Supporting Courses developed according to standards prescribed by Quality Matters (<http://www.qualitymatters.org/Rubric.htm>) or another nationally recognized quality assurance model for e-learning or online course design. The University will develop an E-Learning Course template as a guide and model for E-Learning Program Courses design. The Company may audit the quality of the General Education and Supporting Courses developed and delivered by the University.
- b. Prescribed schedule of General Education and Supporting Courses to meet the University's Bachelor's degree requirements for E-Learning Programs under contract

with the Company and to accommodate the enrollment needs of these E-Learning Programs. At an annual Steering Committee meeting, the University and Company will mutually determine the list of the General Education and Supporting Courses and the schedule of the offerings for that year for each E-Learning Program.

- c. Online access to the General Education and Supporting Courses and the degree audit system (e.g., Degree Works) to the Company program manager / retention specialist to provide student and faculty support.

7. Launch Fee: None

8. Distribution of Instructional Fee Revenue: With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the “**Company Distribution**”) and the University will receive the percentage of the Instructional Fees (the “**University Distribution**”) as follows:

- a. **Company Distribution:** 50% for E-Learning Program Students; 25% for non-E-Learning Program Students enrolled in the E-Learning Program General Education or Supporting Courses as set forth in Section 10.a below
- b. **University Distribution:** 50% for E-Learning Program Students; 75% for non-E-Learning Program Students enrolled in the E-Learning Program General Education or Supporting Courses as set forth in Section 10.a below

9. Additional Fees/Charges: The Company will reimburse the University for the following course development, instructor, and facilitator fees.

- a. A one-time fee of \$4,000 to develop each General Education or Supporting Course that has not been already developed to meet standards defined in Section 6.a above for online delivery as of the Effective Date of this Program Term Sheet.
- b. A \$4,000 Course Instructor fee each time a General Education or Supporting Course section is offered during an academic term. For the \$4,000 Course Instructor fee, the Course Instructor will manage the General Education or Supporting Course section instruction of all cohort groups offered within that section during a particular academic term, refresh General Education or Supporting Course as needed, and teach one (1) cohort group of the General Education or Supporting Course each academic term; provided, however, if there are more than four (4) cohort groups of the General Education or Supporting Course offered during any one academic term, the Course Instructor will manage the General Education or Supporting Course, but will not be required to teach an individual cohort group of the General Education or Supporting Course during such academic term.
- c. A \$2,500 Course Facilitator fee for a Facilitator to teach additional cohort groups of the General Education or Supporting Courses beyond those designated to the Course Instructor as set forth in Section 9 (b) above.

10. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement):

- a. Number of Unique E-Learning Program Students: There shall be a minimum of eight (8) students to offer an E-Learning Program General Education or Supporting Course section. The University may enroll other non-E-Learning Program Students to fill a cohort group of a General Education or Supporting Course up to a maximum of twenty-five (25) Students for each General Education or Supporting Course cohort group. When a General Education or Supporting Course cohort group enrollment reaches twenty-six (26) Students another cohort group of the same General Education or Supporting Course will be added. When a General Education or Supporting Course section enrollment reaches three hundred (300) Students, another section will be added or Course Instructor assigned for reimbursement by the Company. The University may assign and compensate Course Instructors for additional sections of less than three hundred (300) Students of E-Learning Program General Education or Supporting Courses without Course Instructor reimbursement by the Company.
- b. Time Period for Maintaining Unique Students: Beginning with the start of General Education and Supporting Course and continuing until expiration or termination of such related Bachelor's Degree Completion E-Learning Program that requires an E-Learning Program General Education or Supporting Course.

11. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32835-7632
Attn: Daniel J. Devine, CEO
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.
P.O. Box 149392
Orlando, Florida 32814
Attn: Scott Kizer, Esq.
Fax: 407-894-8126

If to the University: Dr. Janna Vice
Provost and Vice President for Academic Affairs
Eastern Kentucky University
Coates Box 30A, Coates Bld. 108
521 Lancaster Ave. Richmond, Ky. 40475-3102

With a copy to: Judy W. Spain
University Counsel
Eastern Kentucky University
CPO 40A, Coates Bld. 205
521 Lancaster Ave. Richmond, Ky. 40475-3102

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: 

Daniel J. Devine
Chief Executive Officer

Date: 19 May 2010

Eastern Kentucky University

By: 

Dr. Janna Vice
Provost -Vice President Academic Affairs

Date: May 20, 2010

**Statement of Work #1
to Program Term Sheet A-3**

This Statement of Work # 1 (the “**Statement of Work**”) is an attachment to Exhibit A-3 - Program Term Sheet for the General Education and Supporting E-Learning Courses for Bachelor’s Degree Completion E-Learning Programs to the Online Education System Master Agreement with an effective date of July 1, 2010 (the “**Agreement**”) by and between Compass Knowledge Group, LLC (“**Company**”) and Eastern Kentucky University (“**University**”). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.
3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University’s sole cost and expense, the following duties and services.

- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
 - ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
 - ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
 - iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.
- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.

- ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.
- e) **Instructional Design, Technology, and Support.**
- i) The University shall develop their E-Learning Program Courses designed for online and distance learning delivery.
 - ii) The University shall convert University Provided Material to the E-Learning Program Course website using the Course Management System software.
 - iii) The University shall produce multimedia presentations as defined by the Faculty and the program directors.
 - iv) The University shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic

course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).

- v) The University shall provide technical helpdesk services for students and faculty with telephone and email access.
 - vi) The University shall assist faculty to request textbooks and learning materials for students; and provide bookstore ordering and delivery service for students.
 - f) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the University and Steering Committee.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
 - b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.

- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

Exhibit A-4

Program Term Sheet

This Exhibit A-4 - Program Term Sheet (the "**Program Term Sheet**") is an Exhibit to the Online Education System Master Agreement entered into as of July 1, 2010 (the "**Agreement**") by and between Compass Knowledge Group, LLC ("**Company**") and Eastern Kentucky University ("**University**"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. E-Learning Program:

Bachelor of Science in Occupational Safety

2. Effective Date: The effective date is July 1, 2010

3. Enrollment Term: New Students may enter the E-Learning Program at least five (5) times per year: Fall A, Fall B, Spring A, Spring B, and Summer (each, an "**Enrollment Term**").

4. Steering Committee Designees:

a. For the University: Director of Distance Education and Multimedia Services, College of Justice and Safety and the Department Chair of the E-Learning Program or their duly appointed representatives

b. For the Company: President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives

5. Term: It is the intent of the Parties that this E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the date of the first Student enrollment in the E-Learning Program (the "**Initial Term**"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "**Renewal Term(s)**") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "**Term**."

6. Launch Fee: Not Applicable

7. Distribution of Instructional Fee Revenue: With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "**Company Distribution**") and the University will receive the percentage of the Instructional Fees (the "**University Distribution**") as follows:

a. Company Distribution: 50%

b. University Distribution: 50%

8. Additional Fees/Charges: None

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination) of the Master Agreement):

a. Number of unique Students: 150

b. Time Period for Maintaining Unique Students: Beginning with the first academic term of the third year of this E-Learning Program and continuing until the expiration or termination of the contract.

10. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32835-7632
Attn: Daniel J. Devine, CEO
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.
P.O. Box 149392
Orlando, Florida 32814
Attn: Scott Kizer, Esq.
Fax: 407-894-8126

If to the University: Dr. Janna Vice
Provost and Vice President for Academic Affairs
Eastern Kentucky University
Coates Box 30A, Coates Bld. 108
521 Lancaster Ave. Richmond, Ky. 40475-3102

With a copy to: Judy W. Spain
University Counsel
Eastern Kentucky University
CPO 40A, Coates Bld. 205
521 Lancaster Ave. Richmond, Ky. 40475-3102

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: 

Daniel J. Devine
Chief Executive Officer

Date: 19 MAY 2010

Eastern Kentucky University

By: 

Dr. Janna Vice
Provost -Vice President Academic Affairs

Date: May 20, 2010

**Statement of Work #1
to Program Term Sheet A-4**

This Statement of Work # 1 (the "Statement of Work") is an attachment to Exhibit A-4 - Program Term Sheet for the Bachelor of Science in Occupational Safety E-Learning Program to the Online Education System Master Agreement with an effective date of July 1, 2010 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Eastern Kentucky University ("University"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.
3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.

- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
 - ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
 - ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
 - iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.
- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.

- ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.
- e) **Instructional Design, Technology, and Support.**
- i) The University shall develop their E-Learning Program Courses designed for online and distance learning delivery.
 - ii) The University shall convert University Provided Material to the E-Learning Program Course website using the Course Management System software.
 - iii) The University shall produce multimedia presentations as defined by the Faculty and the program directors.
 - iv) The University shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic

course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).

- v) The University shall provide technical helpdesk services for students and faculty with telephone and email access.
 - vi) The University shall assist faculty to request textbooks and learning materials for students; and provide bookstore ordering and delivery service for students.
 - f) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the University and Steering Committee.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
 - b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.

- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
- ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
- iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
- iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
 - i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

AMENDMENT TO EXHIBIT A-1 PROGRAM TERM SHEET

THIS AMENDMENT TO EXHIBIT A-1 PROGRAM TERM SHEET

("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC ("Compass"), and Eastern Kentucky University ("University"), effective as of date of the last signature below ("Effective Date"). Company and University will be singularly referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Compass and the University entered into the Exhibit A-1 Program Term Sheet effective July 1, 2010 ("Program Term Sheet"), for the University's Master of Science in Safety, Security, and Emergency Management and related Certificates Program ("e-Learning Program"), pursuant to the Online Education System Master Agreement between Compass and the University effective July 1, 2010 ("Agreement");

WHEREAS, the Parties desire to extend the term of the Program Term Sheet on the terms and conditions set forth in this Amendment;

NOW THEREFORE, the Parties hereby agree to amend the Program Term Sheet as follows:

1. Section 5 of the Program Term Sheet is amended to provide in its entirety as follows:

"5. **Term:** It is the intent of the Parties that this E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from May 22, 2006, the original date of the first Student enrollment in the e-Learning Program ('Initial Term'). Upon the expiration of the Initial Term, the e-Learning Program and this Program Term Sheet shall renew for an additional term of four (4) years ending at the conclusion of the Spring-2 2017 term ('Renewal Term'). Thereafter, the e-Learning Program and this Program Term Sheet shall automatically renew for successive four (4) year periods ('Additional Renewal Term(s)') unless terminated in writing by University or Company one hundred twenty (120) days prior to the expiration of the Renewal Term or Additional Renewal Term, as the case may be. The Initial Term, the Renewal Term, and the Additional Renewal Terms shall be collectively referred to as the 'Term.' The Parties acknowledge and agree that KRS 45A.145 applies to this Program Term Sheet and controls the term thereof. The Parties further acknowledge and agree that this Program Term Sheet and the services hereunder are subject to the review and approval of the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky and are subject to the terms of a Personal Service Contract pursuant to KRS 45A.695 - .725."

2. Effective on the first day of the Renewal Term, Section 7 of the Program Term Sheet is amended to provide in its entirety as follows:

"7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of Instructional Fees ('Company Distribution') and the University will receive the percentage of the Instructional Fees ('University Distribution') as follows:

Number of Students		Distributions	
	PTD	Company Distribution	Univ. Stn. Distribution
1	250	45%	55%
251+		40%	60%


3. New Section 11 is inserted into the Program Term Sheet to provide in its entirety as follows:

"11. Post Termination Distributions: For purpose of this Program Term Sheet, Post Termination Distributions ('PTDs') under Section 9(c) of the Agreement shall be Company Distributions that would otherwise be due the Company subsequent to such termination or expiration, but for such termination or expiration. PTDs shall be calculated based on the rates for Company Distribution in effect on the date of such expiration or termination. PTDs shall be calculated only with respect to those Students enrolled in the E-Learning Program or E-Learning Program Courses as of the date of such expiration or termination, and for as long as such Students remain enrolled in the E-Learning Program or E-Learning Courses for a period not to exceed two (2) years after such expiration or termination ('Transition Period'). During the Transition Period, Company shall continue to provide Student Retention and Student Re-enrollment Services under Sections 4(c)(i) and 4(c)(ii), respectively, of Statement of Work #1 to Program Term Sheet A-1 ('SOW'); provided, however, that (a) Company's obligation to provide continuing Student Retention and Student Re-enrollment Services shall be expressly conditioned upon University's adherence to its obligations under Sections 3(c)(iv) and 3(d)(iii) of the SOW; and (b) University may elect, upon written notice to Company, to terminate Company's continuation of the Student Retention and Student Re-enrollment Services to University, and the University's exercise of said option shall have no effect on University's obligation to pay PTDs under this section. The foregoing PTDs shall not apply to the extent they are prohibited by KRS 45A.145 or by disapproval by the Government Contract Review Committee of the Legislative Research Commission of the Commonwealth of Kentucky."

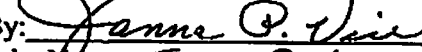
4. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

The Parties have executed this Amendment on the date of the last signature below, effective as of the Effective Date, except as otherwise provided herein.

Embanet-Compass Knowledge Group
Inc.

By: 
Print Name: Steve Fireng
Title: President and CEO
Date: _____

Eastern Kentucky University

By: 
Print Name: Janna P. Vice
Title: Provost - VP Academic Affairs
Date: 2-08-2013