

EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of the 7-8-09 day of July, 2009 ("Effective Date"), by and between, Purdue University on behalf of the Division of Engineering Professional Education, West Lafayette, Indiana 47907 (hereinafter referred to as "PURDUE"), and The College Network, Inc. (hereinafter referred to as "TCN"), a corporation with a principal place of business at 3815 River Crossing Parkway, Indianapolis, IN 46240.

WHEREAS, PURDUE provides education programs and associated materials in various areas of expertise, including online lean six sigma courses: Lean Six Sigma Green Belt, Lean Advanced Methods and Tools, and Lean Six Sigma Black Belt, ("PURDUE courses and programs"); and

WHEREAS, PURDUE has rights to valuable trade names and trademarks which it has created associated with the PURDUE courses, including "Purdue University" and "Purdue Partnership for Competitive Advantage" ("Marks"); and

WHEREAS, TCN has expertise in course development, education hosting and offering education programs to corporations and individuals who might be interested in the PURDUE courses and programs; and

WHEREAS, TCN wishes to hold itself out as the exclusive distributor to host, market and promote PURDUE online Lean Six Sigma courses and programs; and

WHEREAS, TCN and PURDUE desire to establish a contractual relationship whereby TCN will provide course development, course hosting, marketing, promotional and enrollment services for PURDUE online Lean Six Sigma courses and programs and PURDUE will provide Lean Six Sigma course and program content and instruction.

NOW, THEREFORE, in consideration of the mutual benefits and obligations contained herein, the parties agree as follows:

1. Appointment as Educational Services Developer, Web Services Hosting Company and Distributor. PURDUE hereby designates TCN as Education Services Developer, Web Services Hosting Company and Distributor with respect to the PURDUE Lean Six Sigma courses and programs set forth on Schedule 3. Solely as necessary to perform pursuant to this agreement, TCN may do so on an exclusive basis:

- a) Use the Purdue 'signature logo' for promotion of the PURDUE courses and programs under the guidelines set forth by PURDUE.
- b) Affix the "Purdue University" name on participant completion certificates. Appropriate use will be determined by PURDUE based upon the type of course or program.

2. Obligations of TCN. During the term of this Agreement, TCN shall be responsible for and agrees to do the following:

- a) Work with PURDUE faculty or designated instructors to convert coursework to an online learning environment. Cost to PURDUE to convert content for the Green Belt course in the Lean Six Sigma program and any subsequent courses will not exceed twenty thousand

dollars (\$20,000.00) upon completion. During the term of this Agreement, **(TCN)** shall provide to Purdue the professional services set forth in future attachments stated as Statement of Work(s) ("SOW") which shall be executed by duly authorized individuals of both Purdue and **(TCN)**, and numbered sequentially as deemed necessary by Purdue. The hourly rates for the work to be performed for the conversion of the course to the online environment will be detailed in the SOW for the Green Belt course and any subsequent courses in the program. **(TCN)** will be readily available to provide and complete services stated in SOW in accordance with a mutually acceptable schedule. **(TCN)** agrees that, in furnishing the services hereunder, it shall be acting as an independent contractor in relation to Purdue and not as an employee or other agent of Purdue. **(TCN)** shall have no authority to act for or on behalf of Purdue or to bind Purdue without Purdue's prior express written consent. **(TCN)** acknowledges that it is responsible for its own federal, state and local income, social security, unemployment and disability taxes.

- b) Actively market, promote and sell the PURDUE courses and programs.
- c) Define and implement a process for the accurate monthly reconciliation for all amounts due under this agreement.
- d) Be the primary point of contact between PURDUE and the participant for enrollment or billing issues. Any enrollment or billing issues should be dealt with directly by an authorized TCN employee. If participant has any questions that cannot be resolved by a TCN employee, said employee shall contact appropriate PURDUE contact for resolution, and communicate back directly to the participant.
- e) Collect and process registration fees for the PURDUE courses and programs in accordance with the terms of Schedule 1.
- f) Provide a portal for the registration of participants for the PURDUE Course and Programs.
- g) Provide a monthly enrollment and financial report, in accordance with the terms of Schedule 1.
- h) Comply with quality standards as defined by PURDUE.
- i) Coordinate strategy with PURDUE management, with respect to pricing decisions.

3. Obligations of PURDUE. During the term of this agreement, PURDUE shall provide the TCN with:

- a) Access to faculty, instructors, staff, and content to build the online learning environment.
- b) Assistance in training and coaching of TCN's marketing and sales management staff regarding the online Lean Six Sigma courses and programs.
- c) Assistance in administering the registration process, as necessary.
- d) Actively market and promote the Purdue courses and programs.

4. Non-competition. TCN may not offer courses and programs or training materials that directly compete with the courses and programs as defined in Schedule 3 during the term of this Agreement without the consent of PURDUE. During the term of this Agreement, PURDUE will not enter into any Agreement with any other party whose business is dedicated to online training to offer the online versions of the courses and programs listed in Schedule 3 of this Agreement.

5. Marketing Communications. Course and Program promotion and advertising shall be performed in accordance with the Trademark Guidelines set forth by PURDUE. In addition, TCN represents and warrants that it will only make representations regarding the courses and programs based on written information provided by PURDUE, and will fully indemnify and hold PURDUE harmless from any damages caused by TCN's representations.

6. No License. PURDUE Course and Programs and associated materials shall be provided to TCN strictly for the purposes of TCN's hosting and promotion of the course and programs and shall not be otherwise used, duplicated or distributed by any means including electronic distribution without the express written consent of PURDUE.

7. TCN Hosting Services. TCN shall be solely responsible for hosting, serving, maintaining and making available, at all times, the PURDUE courses and programs in accordance with the terms set forth herein, and shall be solely responsible for the installation, configuration, implementation, operation and maintenance of all information processing equipment, software, communications and other resources and facilities necessary to do so. PURDUE acknowledges that, in order for TCN to host, serve, maintain and make available the PURDUE courses and programs as contemplated herein TCN may be required to use the communications, hosting, data services, facilities and/or products of third parties in accordance with the agreements in place between TCN and such third parties; provided, however, (i) TCN shall be liable for the acts and omissions of any such third parties and (ii) the foregoing acknowledgement shall not relieve TCN of any of its obligations under this Agreement.

8. TCN Technical Support. TCN shall provide the following customer and technical support services at no additional charge: (i) TCN shall make available an account representative or representatives to provide technical support to PURDUE during normal business hours (8 a.m. – 11 p.m. EST M-TH and 8 a.m. – 9 p.m EST FR) to address and respond to any inquiries or problems associated with the use, operation, performance or availability of the PURDUE courses and programs and any components thereof, (ii) TCN shall provide technical support to end users (e.g., participants, faculty, instructors, administrators, other third parties, etc.) regarding the use and operation of the PURDUE courses and programs during normal business hours (iii) TCN shall promptly respond to and correct and rectify any failure, malfunction, defect or nonconformity in the PURDUE courses and programs (a "Service Failure"), following telephonic, electronic or other notification by PURDUE (or any end user or other party).

9. Service Failures. With respect to any Service Failure, TCN shall immediately (i) perform (or cause its service provider or other applicable third party to perform) a root-cause analysis to identify the cause of any such deficiency or failure, (ii) provide PURDUE with a report detailing the cause of, and procedure for correcting, such deficiency or failure, (iii) implement appropriate correction procedures immediately and (iv) provide PURDUE with assurance reasonably satisfactory to PURDUE that such deficiency or failure shall not recur.

10. Term. Subject to the provisions of Section 12,

- a) The original term of this Agreement shall be from the effective date stated above (hereafter the "Term".) and terminate July 1, 2012. b) After the original term, this Agreement shall

automatically be extended for an additional one-year period effective on each anniversary of the Effective Date of this Agreement, unless either party notifies the other in writing delivered by registered mail to the party's principal place of business identified in Section 21 of this Agreement, at least one hundred and twenty (120) days prior to the end of the current Term, that it does not wish to extend the Term of this Agreement.

11. Termination for Cause. This Agreement may be terminated prior to the expiration of the Term as follows:

- a) TCN may terminate this Agreement immediately if PURDUE materially breaches any term or provision of this Agreement which breach is not cured within thirty (30) days after written notice from TCN (or, in the case of any breach which cannot reasonably be expected to be cured within thirty (30) days, if PURDUE fails to commence such cure within thirty (30) days or fails to prosecute such cure to completion with due diligence within ninety (90) days).
- b) PURDUE may terminate this Agreement immediately if TCN breaches any term or provision of this Agreement which breach is not cured within thirty (30) days after written notice from PURDUE (or, in the case of any breach which cannot reasonably be expected to be cured within thirty (30) days, if TCN fails to commence such cure within thirty (30) days or fails to prosecute such cure to completion with due diligence within ninety (90) days).
- c) PURDUE, at its sole election, may terminate this Agreement if TCN does not adhere to the operating policies and procedures defined in Schedule 2 of this agreement and the non-compliance is not cured within thirty (30) days after written notice from PURDUE.
- d) Either party may terminate this Agreement if PURDUE ceases to offer the Courses. PURDUE will provide at least 120 days notice of its planned discontinuance of Courses and termination of the Agreement pursuant to this section e) shall be effective upon the completion of any Courses then in progress.
- e) PURDUE may terminate this agreement if TCN fails to meet the following enrollment goals for all three courses combined (Lean Six Sigma Green Belt, and Lean Six Sigma Black Belt and Lean Advanced Methods and Tools):

Dec. 31, 2009 – zero enrollments

Jan. 1 – 2010 – June 30, 2010 – 120 total enrollments

July 1, 2010 – Dec. 31, 2010 – 180 total enrollments

Jan. 1, 2011 – June 30, 2011 – 180 total enrollments

July 1, 2011 – Dec. 31, 2011 – 180 total enrollments

In calculating these enrollments, only enrollments for which TCN is solely responsible and receives 65% of revenue are to be counted (see Schedule 1).

Upon termination of this Agreement, PURDUE agrees to complete the courses and programs then in progress and TCN agrees to allow students to register for any of the courses and programs scheduled to commence subsequent to the date of termination. In the event of termination, PURDUE shall continue to operate the courses and programs consistent with the terms of this Agreement for the purpose of completing all of the courses and programs that commence prior to the end of the original contract date and TCN will, if requested by Purdue, continue to host the courses and programs until the end of the original contract period and

would receive 15% of the revenue from participant enrollment to do so. Hosting is to include: maintenance of the course in the online course management system, hosting of the course on the servers, registering participants and collecting the registration fees for the course enrollments, and technical support related to course hosting.

12. Intellectual Property Rights. All rights in and to PURDUE courses and programs, Online Student Guides, code and design of the online course, and PURDUE Marks and Brands are and shall remain the exclusive property of PURDUE for all purposes. During the term of this agreement, TCN agrees to protect PURDUE's rights to these materials through all reasonable methods.

13. Proprietary Information. Each party understands that the other party hereto (such other party being referred to as the "Owning Party") possesses and will continue to possess information, software, data, hardware, course books, catalogues, brochures, marketing material and other printed material, and other tangible and intangible property of a proprietary nature that has been created and developed by such Owning Party (including without limitation any such information or property created or developed by such Owning Party during the term of this Agreement), or in which property rights have been assigned or otherwise conveyed to such Owning Party (collectively, "Proprietary Information"), which Proprietary Information has commercial value in the business in which such Owning Party is engaged. Each party agrees that all such Proprietary Information, whether provided to such party in connection with the Training Program or otherwise, is and shall be the property of the Owning Party, whether or not such Proprietary Information is copyrighted, patented, or trademarked, and the Owning Party shall be the sole owner of all copyrights, patents and trademarks, and other rights in connection therewith. At all times during the term of this Agreement and after its termination, each party shall keep in its strictest confidence and trust all Proprietary Information and will not let any other Person disclose, copy, reproduce, transmit or otherwise use any of the Proprietary Information, except (a) as may be necessary in connection with PURDUE's delivery of the Course(s) pursuant to the terms and conditions of this Agreement, or (b) with the written consent of the Owning Party. Upon the termination of this Agreement, each party shall return to the Owning Party all Proprietary Information made available to such party, and shall not take or use any of the Proprietary Information, any reproduction or summary of the Proprietary Information or any Proprietary Information that is embodied in a tangible medium.

14 Relationship of the Parties; Non-competition.

- a) No person, agent, advisor, administrator, instructor or other employee designated by TCN to fulfill any of the covenants and promises contained in this Agreement, shall be deemed to be an employee, or agent of PURDUE. Any person so designated by TCN to act under this Agreement, shall maintain his or her particular status with TCN, and TCN shall be solely and exclusively responsible for compensating said person or persons.
- b) TCN and PURDUE mutually agree that during the Term of this Agreement, and for twelve (12) months following the termination of this Agreement or any extension thereof, neither party will solicit or hire any employee of the other while said individual is employed by the other party, and for a period of twelve (12) months following termination of employment whether voluntary or for cause, except with the express written agreement of the other party.

15 Representations and Warranties. Each party represents and warrants as follows: (a) such party has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement; (c) the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party may be bound; and (d) TCN represents and warrants, and PURDUE acknowledges, that TCN maintains and will maintain significant business operations relating to product lines and services other than the sale of PURDUE Programs.

16 Pricing. Pricing for courses and programs provided by PURDUE will be determined by collaboration between PURDUE and TCN based on marketplace conditions. PURDUE reserves the right to change pricing for courses and programs and PURDUE will notify TCN sixty (60) days in advance of any changes in pricing.

17. Billing and Payment. As outlined in Schedule 1.

18. Cancellation Policy. Once a course participant has registered for a Course and signed a form stating that they understand the cancellation policy, the participant may withdraw without penalty from the Course within three (3) business days from the date of receipt of the signed form at TCN, and, upon receipt of notice to withdraw from course, TCN shall refund all registration fees to the participant. If a participant withdraws from a course after three (3) business days from the date of receipt of their signed form stating the cancellation policy, the participant shall remain obligated to pay all registration fees for the Course and no refunds shall be granted to an individual participant unless agreed to in writing by both parties. Refunds will be provided to corporations or organizations registering groups of participant as long as the cancellation occurs prior to the start of the course. If a group cancellation occurs after the course is started (or an individual within a group enrollment decides to cancel after the start of the course), no refunds are to be provided but a substitute participant would be permitted. If a participant chooses to withdraw from the course for re-enrollment in the same course at a later date, there is a \$500 re-enrollment fee.

19. Right to Review CRM Records. TCN and PURDUE agree to permit their customer relationship management (CRM) records to be examined to the extent necessary to verify that appropriate payments have been made to PURDUE and TCN and that TCN has transferred leads to PURDUE, by any auditor appointed by PURDUE or TCN, provided that only information relating to recruitment of participants, course registration fees, payments and leads related to PURDUE courses and programs and their supporting records shall be subject to the review. Discrepancies found will be subject to immediate payment. Failure to make payment and to take appropriate corrective action will constitute a breach of this agreement. All participant and lead information must be retained for a minimum of three years.

20. Sales Tax Clearance: Indiana state law requires the University to submit certain information about Seller, including but not limited to, Federal Employee Identification Number (FEIN) to the Indiana Department of Revenue (IDOR) for sales tax clearance. If Seller is not registered in Indiana as a retail merchant or is delinquent in the payment or reporting of Indiana sales tax, the University is required to suspend further procurements from Seller until Seller resolves the problem with IDOR and IDOR issues a clearance to the University.

Citations: House Enrolled Act (HEA) 1811 which, effective July 1, 2003, is promulgated in IC 5-17-1-11; IC 5-22-16-4; IC 6-2.5-14 and IC 6-2.5-8-10.

21. Indemnification.

- a) PURDUE agrees to indemnify and hold TCN harmless of and from any and all claims, demands, liabilities, losses, damages, costs and expenses, including without limitation reasonable fees and disbursements of counsel, related to or arising directly or indirectly out of any of the following: any material inaccuracies in any representation or warranty of PURDUE or the failure to comply in any respect with any covenant, obligation or undertaking made by PURDUE in this Agreement.

In addition, PURDUE's obligation to indemnify hereunder shall be limited in substance to the extent applicable by state and federal statutes and constitutional provisions designed to protect the exposure and liability of Purdue University as an instrumentality of the State of Indiana or otherwise (e.g. actions and conditions as to which Purdue University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant).

- b) TCN agrees to indemnify and hold PURDUE harmless of and from any and all claims, demands, liabilities, losses, damages, costs and expenses, including without limitation reasonable fees and disbursements of counsel, related to or arising directly or indirectly out of any of the following: any material inaccuracies in any representation or warranty of TCN or the failure to comply in any respect with any covenant, obligation or undertaking made by TCN in this Agreement.

22. Consequential Damages. Both Parties liability for breach of contract and for any other claim arising in connection with this Agreement or with the PURDUE Courses, TCN's Programs and/or related training and services furnished by either Party under this Agreement will be limited as follows: If any liability is imposed on one Party by the other Party, for any reason in connection with this Agreement, the maximum amount that the breaching Party will be required to pay the other Party will not exceed the total amount of all payments received by the breaching Party under this Agreement during the twelve (12) month period immediately preceding the date a claim is first made against the breaching Party. UNDER NO CIRCUMSTANCES WILL THE BREACHING PARTY BE LIABLE TO ANY PARTY, INCLUDING THE OTHER PARTY AND ITS CUSTOMERS OR TCN's, FOR ANY LOSS OF PROFITS, ANTICIPATED SAVINGS OR LOST BUSINESS, NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF INFORMED THAT THEY MIGHT OCCUR.

23. NOTICES: Any notice or other correspondence required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been given if: (a) served personally, (b) sent by facsimile with confirmation of receipt, or (c) sent by first class mail, postage prepaid, to the addresses set forth below or to such other addresses as either party hereto may designate by notice to the other party.

The College Network	Purdue University
3815 River Crossing Parkway	University Contacting Group
Suite 260	401 South Grant Street
Indianapolis, IN 46240	West Lafayette, IN 47907
Attn: Mark Ivory	Attn: Denise Bollock
Phone: (317)569-4711	Phone: (765) 494-1475
Fax: (866)-707-3893	Fax: (765) 494-6609

24. Miscellaneous.

- a) This Agreement, including the exhibits and schedules attached hereto, constitutes the full and complete agreement of both PURDUE and TCN and supersedes all prior written or oral agreements and understandings relating to the subject matter hereof. No amendment, waiver or modification to this Agreement shall be effective unless in writing and signed by the authorized representatives of both parties hereto.
- b) TCN may not assign any of its rights or obligations under this Agreement without the prior written consent of PURDUE, which consent may be withheld or denied in its sole and absolute discretion. TCN hereby represents, warrants, acknowledges and admits that (a) PURDUE does not owe any fiduciary duty to TCN with respect to this Agreement or the transactions contemplated hereby, and (b) no partnership, franchise or joint venture is granted or exists with respect to the Agreement between PURDUE and TCN.
- c) PURDUE may not assign any of its rights or obligations under this Agreement without the prior written consent of TCN, which consent may be withheld or denied in its sole and absolute discretion. PURDUE hereby represents, warrants, acknowledges and admits that (a) TCN does not owe any fiduciary duty to PURDUE with respect to this Agreement or the transactions contemplated hereby, and (b) no partnership, franchise or joint venture is granted or exists with respect to the Agreement between PURDUE and TCN.
- d) This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the state of Indiana, without regard to principles of conflicts of laws. The sole and exclusive jurisdiction for resolution of any disputes relating to, arising from or otherwise connected to this Agreement shall be in the state and federal courts of Tippecanoe County, Indiana, and each of the parties hereby submits to the jurisdiction of such courts. The parties shall comply with all applicable United States and foreign laws and regulations and nothing in this Agreement shall (a) require or be construed to require either party to violate such provisions of law or (b) subject either party to liability or render either party in breach of this Agreement for adhering to such provisions of law.
- e) This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

PURDUE UNIVERSITY

(Signature)

Douglas W. Sabel

Director University Contracting Group
And Procurement Operations.

7-8-09

(Date Signed)

THE COLLEGE NETWORK, INC.

(Signature)

Gary Eyler

CEO

7/13/09

(Date Signed)

SCHEDULE 1 TO PURDUE TCN AGREEMENT
TCN FEES

ALL FEES ARE TO BE PAID IN U.S. DOLLARS. ALL FEES ARE EXCLUSIVE OF TAXES.

Fees and Payment

Each month during the term of this agreement, TCN will pay to PURDUE:

- For TCN generated business - Thirty-five (35) percent of the total sale amount from the sale of the Courses and programs. If Purdue must assign its staff, faculty or instructors to close the sale, Purdue and TCN will negotiate a different revenue share based on Purdue's involvement.
- For PURDUE provided leads related to corporate accounts and alumni - Seventy-two (72) percent of the total sale amount from the sale of the Courses and programs. If TCN must assign its corporate sales team on a corporate account lead provided by PURDUE to close the sale, TCN and PURDUE will negotiate a different revenue share based on TCN'S involvement of its corporate sales team. For purposes of this agreement, corporate business is defined as business that is billed directly to the corporation.

Each month during the term of this agreement, PURDUE will pay TCN:

- For hosting services relating to sales made by PURDUE to corporations becoming part of the Purdue Partnership for Competitive Advantage - Fifteen (15) percent of the total sale amount from the sale of the Courses and programs. For purposes of this agreement, corporate business is defined as business that is billed directly to the corporation.
- For hosting services relating to sales made by PURDUE to corporations becoming part of the Purdue Partnership for Competitive Advantage that originated as TCN business having a prior bulk sale of 10 or more students at one time – Fifty-five (55) percent of the total sale amount from the sale of the Courses and programs. For purposes of this agreement, corporate business is defined as business that is billed directly to the corporation.

All payments are due thirty (30) days after the end of every calendar month.

Minimum Payment: TCN shall use its best efforts to sell the Courses and programs at full retail prices or higher where possible, as agreed upon by PURDUE AND TCN. TCN may choose to offer discounts on the Courses and programs from time to time as promotions. Discounts greater than ten (10) percent for Corporate engagements must be approved by PURDUE.

Default: In the case of a default on a loan offered to the student by TCN or by lending organizations associated with TCN that are not certified or collected by PURDUE, TCN remains responsible for payment of the full PURDUE Share Amount.

Manner of Payment: Any and all fees, charges or other payments to be made pursuant to this Agreement shall be made in United States dollars.

Financial Reporting: At the time of the monthly payment, TCN and PURDUE shall include a report that details enrollment, total amount of sale, all payments received, and adjustment transactions in a manner appropriate to ensure proper accounting and reconciliation by TCN and PURDUE within their respective financial systems.

SCHEDULE 2 TO PURDUE TCN AGREEMENT
EDUCATION OPERATIONS REQUIREMENTS

FOR ALL ONLINE CLASSES IN LEAN SIX SIGMA PROGRAM

Evaluations. PURDUE must approve all evaluation forms or processes that TCN chooses to use.

Award Completion Certificates. For any PURDUE course or certificate program, TCN must issue a PURDUE approved completion certificate to each participant who successfully completes the training. TCN must include the PURDUE Course or Program name on the course completion certificate. TCN reserves the right to suspend the issuance of a certificate to a participant who is not current or has defaulted on its loan payment to TCN provided financing institution during the period defined in Schedule 1: Financing Options.

Specify your training venues. Indicate clearly in TCN marketing and advertising that this is only online instruction through the Engineering Professional Education and/or the Purdue Partnership for Competitive Advantage.

SCHEDULE 3 TO PURDUE TCN AGREEMENT
COURSES

Lean Six Sigma Green Belt

Lean Six Sigma Black Belt

Lean Advanced Methods and Tools

**AMENDMENT #1 TO THE EDUCATIONAL SERVICES AGREEMENT
BETWEEN
THE COLLEGE NETWORK AND PURDUE UNIVERSITY**

This Amendment is attached to and modifies the Educational Services Agreement between The College Network and Purdue University dated July 13, 2009 and is hereby incorporated into and made a part of that Agreement. Beginning with Courses starting November 1, 2010 or later, the provisions of this Amendment supersede, and where applicable, supplant the corresponding provisions of the Agreement to which it is appended. All terms in this Amendment have the same definition as provided in the Agreement to which it is appended. In the event of any inconsistencies, the terms of this Amendment shall govern.

Amend Article 7 – TCN Hosting Services:

To read as follows: PURDUE shall be solely responsible for hosting, serving, maintaining and making available, at all times, the PURDUE courses and programs in accordance with the terms set forth herein, and shall be solely responsible for the installation, configuration, implementation, operation and maintenance of all information processing equipment, software, communications and other resources and facilities necessary to do so.

Amend Schedule 1-Fees and Payment:

First bullet point to read as follows: For TCN generated business – Forty-two (42) percent of the total sale amount from the sale of the Courses and programs. If PURDUE must assign its staff, faculty or instructors to close the sale, PURDUE and TCN will negotiate a different revenue share based on PURDUE's involvement.

Second bullet point to read as follows: For PURDUE provided leads related to corporate accounts and alumni – Seventy-five (75) percent of the total sale amount from the sale of the Courses and programs. If TCN must assign its corporate sales team on a corporate account lead provided by PURDUE to close the sale, TCN and PURDUE will negotiate a different revenue share based on TCN's involvement or its corporate sales team.

Third bullet point to read as follows: For sales made by PURDUE to corporate members of the Purdue Partnership for Competitive Advantage – Zero (0) percent of the total sale amount from the sale of the Courses and programs.

Fourth bullet point to read as follows: For sales made by PURDUE to corporations becoming part of the Purdue Partnership for Competitive Advantage that originated as TCN corporate business having a prior bulk sale of 10 or more students at one time – Forty-five (45) percent of the total sale amount from the sale of the Courses and programs. For purposes of this agreement, corporate business is defined as business that is billed directly to the corporation

Fifth bullet point to be added to read as follows: For TCN generated business and business stemming from PURDUE provided leads related to corporate accounts and alumni, TCN is expected to collect the student fees. If TCN requests PURDUE to collect the fees, PURDUE will withhold eleven and one-half (11.5) percent of the total sale amount as payment for this service. This is in addition to the revenue split defined above. For sales to members of the Purdue Partnership for Competitive Advantage, PURDUE is expected to collect the fees and no amount in addition to the revenue split defined above will be withheld for performing this service.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment.

PURDUE UNIVERSITY

By: Denise Bollock
Name: **Denise Bollock**
Title: **Contract Analyst**
Date: **9-14-10**

THE COLLEGE NETWORK

By: Mark J. Tracy
Name: **Mark J. Tracy**
Title: **VP Corporate Development**
Date: **9/21/2010**

**AMENDMENT #2 TO THE EDUCATIONAL SERVICES AGREEMENT
BETWEEN
THE COLLEGE NETWORK AND PURDUE UNIVERSITY**

This Amendment is attached to and modifies the Educational Services Agreement between The College Network and Purdue University dated July 13, 2009 and its previous amendments (Amendment #1 dated September 21, 2010). Amendment #2 is hereby incorporated into and made a part of that Agreement. Beginning with Courses starting July 1, 2013 or later, the provisions of this Amendment supersede, and where applicable, supplant the corresponding provisions of the Agreement to which it is appended. All terms in this Amendment have the same definition as provided in the Agreement to which it is appended. In the event of any inconsistencies, the terms of this Amendment shall govern.

Amend Schedule 1-Fees and Payment:

First bullet point to read as follows: For TCN generated business – Fifty-one (51) percent of the total sale amount from the sale of the Courses and programs. If PURDUE must assign its staff, faculty or instructors to close the sale, PURDUE and TCN will negotiate a different revenue share based on PURDUE's involvement.

Fourth bullet point to read as follows: For sales made by PURDUE to corporations becoming part of the Purdue Partnership for Competitive Advantage that originated as TCN corporate business having a prior bulk sale of 10 or more students at one time – Thirty-six (36) percent of the total sale amount from the sale of the Courses and programs. For purposes of this agreement, corporate business is defined as business that is billed directly to the corporation

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment.

PURDUE UNIVERSITY

By: 
Name: Nathan Manges
Title: Contract Analyst
Date: 6/17/13

THE COLLEGE NETWORK

By: 
Name: DAVID KMBITT
Title: C. O. O.
Date: 6/19/13

**Amendment #3 to
Educational Services Agreement
Between
The College Network and Purdue University**

This Third Amendment is attached to and modifies the Educational Services Agreement with an effective date of July 8, 2009, by and between The College Network ("TCN") and Purdue University ("Purdue") collective referred to as (the "Parties") the ("Agreement") and is hereby incorporated into and made a part of the Agreement. All capitalized terms in this Amendment have the same definition as provided in the Agreement to which it is appended. In the event of any inconsistency or conflict between the Agreement and this Amendment, this Amendment shall govern.

The Agreement is amended as follows:

Section 2 of the Agreement is amended as follows:

Section 2 c) is deleted in its entirety and replaced with the following language:

"c) Work with Purdue to create an accurate monthly reconciliation report for all amounts due under this Agreement. Once this report is created, TCN shall verify the monthly student list on the reconciliation report and provide confirmation to Purdue via electronic mail. TCN shall then provide an invoice to Purdue based on total sale amount as agreed upon by the monthly reconciliation report by the tenth (10th) day of the following month for TCN's share of the previous month's total sale amount."

Section 2 d) is deleted in its entirety and replaced with the following language:

"d) Post the student agreement in "the box" on TCN's website on a daily basis."

Section 2 e) is deleted in its entirety and replaced with the following language:

"e) Link the prospective student(s) to Purdue's Digital Education Portal."

Sections 2 f) and 2 g) are deleted in their entirety.

Section 3 of the Agreement is amended as follows:

The following language is added as Section 3 e) of the Agreement:

"e) Register students who pay through the Purdue Digital Education Portal."

The following language is added as Section 3 f) of the Agreement:

"f) Purdue will bill companies for tuition payments upon request by the student and contact the company to get payment authorization."

The following language is added as Section 3 g) of the Agreement:

"g) Pay TCN's monthly invoice upon thirty (30) days of receipt."

The following language is added as Section 3 h) of the Agreement, which shall amend portions of Schedule 1 of the Agreement:

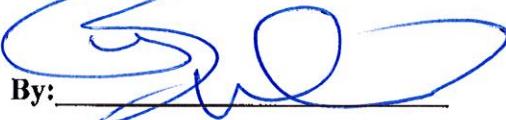
"h) Purdue shall collect and process registration fees for the Purdue courses and programs in accordance with the schedule below, which, if in conflict with Schedule 1 of the Agreement, shall control over Schedule 1 of the Agreement, as amended:

1. If Purdue receives payments via the Purdue Digital Education Portal:
Fifty-One percent (51%) of the total sale amount shall belong to Purdue, and Forty-nine percent (49%) of the total sale amount shall be paid to TCN.
2. If Purdue directly bills a company:
Fifty-nine and point six percent (59.6%) of the total sale amount shall belong to Purdue, and Forty point four percent (40.4%) of the total sale amount shall be paid to TCN."

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

PURDUE UNIVERSITY


By: _____

Name: Benjamin I. Terhune

Title: Special Counsel, Procurement
Contracting and Risk Mgmt.

Date: 10/30/15

THE COLLEGE NETWORK


By: _____

Name: Mark F. Foy

Title: VP, Corp Dev

Date: 10/30/15