

**Service Agreement**

**Academic Partnerships, LLC,**

**And**

**The University of West Florida, acting for and on behalf of the University of West Florida  
Board of Trustees,**

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## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (“**AP**”), and the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (the “**University**”). AP and the University are sometimes referred to in this Agreement each as a **Party**, and collectively as the **Parties**.

### Recitals Incorporated Into Agreement

A. The University and AP entered into a License and Distribution Agreement dated May 27, 2011, as amended and supplemented (the “**Prior Agreement**”). This Agreement amends and restates the Prior Agreement including all of the Prior Agreement’s amendments and addenda. This Agreement shall become effective and thereby replace the Prior Agreement on the latest date of execution by the parties set forth below (the “Effective Date”).

B. The University offers courses and degree programs at the undergraduate, graduate and post-graduate level as well as other courses and programs (any of which may include pre-requisite and co-requisite courses) ;

C. AP provides services to universities to enable them to offer such courses, degree programs and other programs online;

D. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide such services with regard to certain courses, degree programs and other programs as may be agreed upon by the Parties and set forth in Addenda to this Agreement (collectively referred to herein as “**Online Programs**” and individually as an “**Online Program**”). The Online Programs agreed upon by the Parties prior to or at the time of execution of this Agreement are set forth in Addendum # 1 hereto.

### I. AP Obligations

During the Term of this Agreement, AP shall have the following obligations, which it shall fulfill through its own efforts as well as through efforts of its agents and affiliates:

A. **Marketing and Promotion.** AP shall market the Online Programs. The parties expect that AP’s marketing efforts will be customer-focused, innovative and technology based. These marketing efforts may include but not be limited to:

- (1) digital marketing; and
- (2) establishing relationships with employers and other organizations using field sales representatives / affiliate partnerships, on behalf of the University and its Online Programs.

AP and University will agree annually upon AP’s marketing plans and performance goals and projections for each Online Program. AP may request amendments or supplements to

its marketing plans from time to time. University will respond in timely manner to approve or disapprove such requests.

AP will include in its marketing materials information concerning appropriate admissions criteria as defined by the University for the Online Programs in order to avoid unrealistic expectations or confusion. All marketing materials must comply with the University's branding and style guidelines and the approved marketing plans as described herein.

**B. Program Development, Support and Implementation.** AP's implementation team will work with the University to launch each Online Program. AP's implementation support services will include:

- (1) an integration team that works with the University's personnel from key departments;
- (2) facilitation of various operational planning sessions for Online Programs;
- (3) development of a "Program Guidelines" document;
- (4) cross-functional project management services, including development of a project plan to drive program implementation activities.

**C. Academic Support Services.** AP will work with faculty and the University on professional development and Online Programs' design, including but not limited to:

- (1) assisting with planning, blueprinting and course conversion of Online Programs into an electronic and accelerated format;
- (2) assisting University in structuring multiple annual start dates; and
- (3) introducing best practices for the delivery of Online Programs.

**D. Enrollment Specialist Representatives (ESRs).** AP will provide a team of ESRs to contact potential students. ESRs will serve as a primary point of contact for all prospective students for the Online Programs. The ESRs will help educate students about the Online Programs. AP's responsibilities include:

- (1) staffing and equipping a call center for ESRs;
- (2) providing a toll free number and website for prospective students;
- (3) recruiting in compliance with the academic standards of the University and state and federal regulatory requirements; and
- (4) informing potential students of the characteristics and requirements of the applicable Online Program or Online Programs and referring potential students to

the University regarding financial aid and/or academic questions. In performing recruiting activities, ESRs shall use such marketing and promotional materials as deemed appropriate by AP and as are provided by or approved by the University in accordance with this Agreement; and, AP is entitled to rely on the accuracy of any such materials.

AP agrees that in the course of recruitment of Students for enrollment in one or more Online Programs it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity directly engaged in any student recruiting or admission activities, or any person directly supervising such person, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education, the Florida Department of Education, the Board of Governors of the State University System, the Board of Trustees of the University or the University's regional accreditor.

**E. Application Support.** In addition to recruiting, ESRs will:

- (1) inform applicants of University application requirements;
- (2) contact applicants regarding upcoming Online Programs' deadlines;
- (3) remind applicants to submit necessary paperwork (transcripts, etc.);
- (4) remind Students of the registration process, registration deadlines and payment deadlines once admitted to the University; and
- (5) refer Students to appropriate University resources if there are further questions about the Program(s).

**F. Student Support Services.** ESRs will provide student support and retention services, including, but not limited to the following:

- (1) following up with Students periodically through graduation;
- (2) referring Students to University resources if academic questions persist;
- (3) welcoming new Students and providing upcoming registration dates and/or deadlines;
- (4) re-engaging inactive Students; and
- (5) reminding Students of upcoming start dates, registration deadlines and payment deadlines.

## **G. Protection and Retention of Data.**

AP acknowledges that all data provided to AP by University (“University Data”), which is loaded into AP’s systems, remains the sole property of University and shall be used by AP only as necessary to perform its obligations to University as described in this agreement. For any data shared that is subject to the regulations of the Family Educational Rights and Privacy Act (FERPA), (34 CFR Part 99), AP shall comply with the requirements of FERPA in addition to the requirements hereof

AP shall immediately notify University of any data or security breach of the AP systems holding University Data, and the extent of such breach, including the persons and data affected. If AP experiences a security breach related to this information, AP shall immediately notify the University and shall fully cooperate with University in fulfilling applicable legal requirements pertaining to such breaches. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, AP SHALL BE RESPONSIBLE FOR ALL DAMAGES, FINES, AND OTHER CORRECTIVE ACTIONS ARISING FROM DISCLOSURE OF UNIVERSITY DATA BY AP IN A SECURITY BREACH, IF THAT BREACH IS UNRELATED TO UNIVERSITY’S RESPONSIBILITIES FOR SECURITY OF ITS USER ACCOUNTS AND PASSWORDS.

AP shall ensure that all University Data (including backup and archive copies) shall be held on servers physically located within the boundaries of the United States of America.

AP acknowledges that AP’s systems may hold University data and information that may be subject to public records requests made under Florida law. In the event that University is obligated to provide such data in response to a public records request, AP shall at no cost to University provide necessary assistance to the University to allow it to extract data in order to comply with the public records request.

AP will keep and maintain complete and accurate copies of all University Data, together with all papers, correspondence, financial data and other records directly pertaining to AP’s provision of services under this Agreement (the “Project Records”) and will make the same available to the University at no cost upon request.

Upon expiration or termination of this Agreement, AP will immediately transfer all University Data to University or, at University’s request, will destroy such data, including all backup or archival copies, and shall certify such destruction to University’s satisfaction.

AP will retain all Project Records for a period of five (5) years from the date of final payment or until all litigations, claims, or audit findings involving the Project Records, if any, have been resolved (the “Retention Period”).

Following the expiration of the Retention Period, AP will transfer to the University, at no cost, copies of all Project Records in possession of AP or will destroy such records confirmed to be duplicates upon University’s request. All records stored electronically

must be provided to the University in a format that is compatible with the information technology systems of the University.

The failure of AP to comply with the provisions set forth in this section shall constitute a default and breach of this Agreement and the University shall enforce the default in accordance with the provisions set forth herein.

## **II. University Obligations**

The University shall maintain the sole authority in the (i) appointment and supervision of faculty, (ii) admission of students, (iii) delivery of Online Programs, (iv) evaluation of student performance, (v) decision to award course credit and/or academic credentialing, and (vi) decision to award scholarships or financial aid. During the Term of this Agreement, the University has the following obligations:

### **A. Marketing Deliverables.**

- (1) Before using any marketing materials, AP will present those materials to University for approval. University shall expressly approve or disapprove of any proposed marketing materials submitted to it by AP within 10 days of receipt. If University does not respond to AP within the 10 day period, AP may assume that the marketing materials are approved;
- (2) University shall allow AP and/or its agents or affiliates to use the University web domain for marketing the Online Programs as herein described (i.e., <http://online.universityname.edu> or <http://degree.universityname.edu>) and host those subdomains for ease of maintenance and updates;
- (3) University shall provide AP with access to current student and alumni email lists for the purpose of marketing Online Programs. Notwithstanding anything to the contrary herein, however, AP will limit direct or targeted e-mails to prospects meeting appropriate admissions criteria as defined by the University; and
- (4) University will collaborate with AP so that references to the Online Programs and the services provided by AP in University publications, catalogues and websites are consistent with AP's efforts under this Agreement.

### **B. Regulatory Approvals, Accreditations, and Licenses.** The Parties agree that AP is relying on the University's obligation to determine and obtain all necessary regulatory approvals and licenses for the Online Programs including as set forth below:

- (1) **Obtaining Regulatory Approvals.** As it is required by law, the University shall determine if it is required to obtain any type of approval, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit students. If the University and AP mutually agree that AP should provide

services in any particular state, then the University shall obtain all such necessary approvals and shall communicate them to AP in a timely manner.

**(2) Informing AP of Obtained Approvals.** The University shall inform AP as to which states' residents the University is legally authorized to enroll students, what types of marketing and recruitment activities it has obtained approval for, and in which locations such approvals have been obtained. AP will make reasonable efforts to limit its marketing activities to only the states in which the University has indicated that it has approval.

**C. Financial/Business Oversight.** The University will oversee the financial management of the Online Programs.

**D. Intellectual Property.** The University will not remove, deface, or obscure any of AP's or its agents or affiliates' copyright or trademark notices and/or legends or other proprietary notices associated with AP or its agents or affiliates.

**E. Access to Data.** The University shall make reasonable efforts to develop the ability to provide such information about applicants and students enrolled in the Online Programs as may be jointly agreed upon by AP and the University in writing, such as section, course, enrollment, grade, and time-activity data. AP and its agents and/or affiliates may use the data provided solely in order for AP to perform its obligations under this Agreement and to analyze and increase the effectiveness of the services it offers hereunder.

**F. Competing Programs.** The University agrees that for the duration of this Agreement it will not offer the Online Programs in an online format except pursuant to this Agreement. For clarification, the parties agree that this provision pertains only to identical programs.

**G. Program Characteristics.** The University will assure that:

- (1) the Online Programs are in an accelerated format;
- (2) there shall be at least five program starts per year per Online Program;
- (3) the University shall work in good faith toward obtaining approval in as many jointly identified states with AP as soon as reasonably practicable; and
- (4) the University shall work collaboratively with AP on marketing promotions.

### **III. License Grants by AP**

During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use AP's intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, and know-how, for the specific and limited purpose of

marketing and promoting the Online Programs. **Exhibit A** lists the initial AP trademarks that AP expects to be used under this Agreement.

#### **IV. License Grants by the University**

**A. License.** During the Term of this Agreement, the University grants AP a limited, non-exclusive, worldwide license to use such University trademarks, logos, and informational materials as are designated in writing by the University, in the form designated by the University (the “University Materials”), solely for the specific and limited purpose of marketing the Online Programs. Exhibit B lists the initial University trademarks and materials that may be used by AP pursuant to this provision.

**B. Agents and/or Affiliates.** AP is hereby given the right to permit its agents and/or affiliates (e.g. specialized providers of niche services such as digital marketing and operational suppliers) to utilize the University Materials where appropriate in AP’s reasonable discretion to enable AP to perform its obligations to the University under this Agreement. This provision shall not excuse or substitute for AP’s obligation to obtain prior University approval of marketing materials and plans as herein provided.

#### **V. Ownership**

**A. Ownership of Materials.** AP and the University each retain all ownership rights in the AP Material and the University Material, respectively.

**B. Ownership of Developed Materials.** Any right, title and interest in and to any intellectual property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such intellectual property, unless mutually agreed to otherwise in writing.

#### **VI. Term**

**Term.** As set forth above, this Agreement shall become effective and thereby replace the Prior Agreement on the Effective Date. This Agreement shall extend for an initial period extending to the fifth (5th) anniversary of the Effective Date (the “Initial Term”), unless terminated earlier hereunder. The Initial Term and any successor term shall be extended for additional periods upon mutual agreement of the parties. To the extent that an Addendum to this Agreement is entered into for a new Program, the term of such Addendum shall also be for a period of five (5) years (“**New Term**”) notwithstanding the fact that the New Term could exceed the period of the Initial Term or the successor term. In the event of a New Term, all provisions of this Agreement shall remain in full force and effect for the duration of the New Term with regard to the new Online Program and any renewals of such thereafter. For clarification, the commencement of a New Term with respect to one Online Program does not automatically extend the term of this agreement with respect to other Online Programs, it being agreed that the term of this agreement with respect to each Online Program shall extend only for a period of five years from the launch date of the Online Program unless the period is extended upon mutual agreement of the parties. For further clarification, although the provisions of this Agreement replace the

provisions of the Prior Agreement with respect to the Online Programs established pursuant to Addenda executed prior to the Effective date of this Agreement, the Terms (period of effectiveness) of such Addenda not extended by execution of this Agreement.

## VII. Payment and Taxes

**A. AP Revenue Based Payment.** With respect to any Online Program for which AP will receive revenue-based payments, the University will collect all **Revenue** (defined to mean tuition and related fees charged to students for the Online Programs) and will remit to AP an amount equal to the product of the applicable revenue percentage identified in each Addendum times Revenue, which shall be due and payable to AP within thirty (30) days of the start of any Online Programs.

**B. AP Fixed Fee Payment.** With respect to any Online Program for which AP will receive fixed-fee payments, the University will remit such payments in the manner described in the applicable Addendum. Pursuant to the Prior Agreement, the Parties have agreed upon one fixed fee Addendum, which pertains to UWF's Complete Florida Program (the "CFF Addendum"). The provisions of the CFF Addendum are not affected by the execution of this Agreement.

**C. Taxes.** Each Party will be responsible for any and all taxes due on their portion of Revenues received.

AP acknowledges that the University, as a public body corporate established by Florida law, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

**D. Student Fee/Program Waivers.** The Parties have agreed to the provisions regarding sharing of the costs of tuition waivers for students in the Online Programs as set forth in the attached Addendum #2.

## VIII. Liability and Indemnification

**A. AP.** AP will defend and indemnify the University against any loss or damage caused by AP's actions hereunder provided that: (a) the University promptly notifies AP in writing following University's receipt of written notice of such claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.

**B. University.** To the extent permitted by Florida law, the University will be responsible for the negligent acts of its employees or officers when performing functions within the scope

of their employment. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State of Florida; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University beyond the waiver provided in §768.28, Florida Statutes. AP will promptly notify University in writing following receipt of any claim against AP related to University's activities under this contract.

## **IX. Limitation of Liability**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.**

## **X. Warranties**

**A. Authority.** Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.

**B. Ownership of Materials Provided.** AP warrants to the University that it is the sole and exclusive owner of the AP Materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge; such materials do not infringe any third-party rights. University warrants to AP that it is the sole and exclusive owner of the University Materials or has the license to use and sub-license any intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge; such materials do not infringe any third-party rights.

## **XI. Termination.**

**A. Termination of Individual Programs.** The University may discontinue a particular Online Program from this Agreement by giving written notice to AP if (a) any communication from the University's accrediting agency cites one or more deficiencies in the Online Program and the Parties are unable to agree on a modification of this Agreement to correct the cited deficiency, or (b) if the Parties mutually agree that there is insufficient enrollment in the Online Program to justify its continuation.

**B. Termination for Change in Law.** This Agreement may be terminated by either party if (a) there is a change in any law, regulation or rule, state or federal, that affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of such law, regulation or rule, or (b) any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and (c) either Party reasonably believes in good faith that the change, interpretation or determination will have a material adverse effect on that Party's ability to perform its business operations or its rights or obligations under this Agreement, or on the

basis of written opinion of counsel renders performance under this Agreement in violation of any law, rule or regulation, then the Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to maintain compliance with such laws, rules or regulation. If the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of thirty (30) calendar days after the date of the notice seeking renegotiation or the effective date of the legal change, then either Party may immediately terminate this Agreement by written notice to the other Party.

**C. Termination for Breach.** If either Party materially breaches the terms of this Agreement and fails to correct the breach within 60 days after the non-breaching Party provides written notification, the non-breaching Party may terminate the Agreement.

**D. Termination Due to Non-Appropriation.** Notwithstanding anything to the contrary herein or in the Addenda hereto, UWF's obligation to continue to participate in this Agreement is contingent upon receipt from the Legislature of the State of Florida of funds sufficient to continue the activities herein described. In the event of non-availability of funds for this purpose, UWF shall have the option to terminate this contract at the end of any fiscal year during the term of this Agreement. UWF shall give notice to AP when the University has knowledge thereof. The determination of whether funds are available shall be made in the sole discretion of the University.

**E. Payment in Event of Termination.** The University acknowledges that a significant portion of AP's cost is incurred before a student enrolls, and that AP's only method of cost recovery is through the continuing payments as a student progresses through the Online Programs. Therefore, in the event of termination or expiration of this Agreement, the University shall continue to remit to AP the designated portion of the tuition paid by any student whose enrollment is secured by AP for so long as such student shall continue to take online educational courses in the Online Program in which AP secured enrollment. This payment upon termination provision does not apply to any fixed fee program and does not apply to terminations pursuant to paragraph XI(D) hereof.

**F. Provided Materials.** Upon expiration or termination of this Agreement, both parties shall cease all use of the other's provided AP Materials or University Materials, as applicable, and return any such material in its possession to other Party.

**G. Records.** AP shall comply with the requirements of Section I(G) hereof with respect to retention, return or destruction of University Data and Project Records. These responsibilities survive the termination of this Agreement.

**H. Teach Out.** In the event that any Online Program is discontinued, the University will undertake appropriate teach out activities in accordance with University policy and practice. AP will assist the University in such teach-out activities if requested. In such event the University and AP will agree upon compensation for such teach-out activities.

## XII. General

**A. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

**B. Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Florida law. Venue for any action brought to enforce this Agreement shall be in the State courts of Escambia County, Florida.

**C. Infringement.** In the event that some or all of the materials provided by either Party is held or is believed by the other Party to infringe third party rights, the alleged infringer shall have the option, at its expense to: (a) modify the materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then that Party may require the other to return the infringing materials and all rights thereto.

**D. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail or actually received to:

If to AP:

Academic Partnerships, LLC  
Attention: Chief Financial Officer  
600 North Pearl Street  
Suite 900  
Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC  
Attn: Legal Dept.  
2200 Ross Ave., Suite 3800  
Dallas, TX 75201  
FAX No. 214-438-4133

If to the University:

George Ellenberg, Ph.D.  
Vice Provost

University of West Florida  
11000 University Parkway  
Pensacola, FL 32514

With copy to:

Karen Rasmussen, Ph.D.

The Parties agree that they each may treat documents faxed and/or email attachments and/or a signature sent electronically by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

**E. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

**F. 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. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred.

**G. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

**H. Confidential Information.** Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential (**Confidential Information**). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

Notwithstanding this paragraph or any information labeled as "Confidential" or "Proprietary", the University is a public body corporate of the State Florida and certain information, including this Agreement, may be subject to Chapter 119, Florida Statutes and would require disclosure as a "public record" upon request. The University retains the right to make interpretations of its duties and obligations under the law and any disclosure of information by the University pursuant to the Florida Public Records Act shall not be considered a breach of this Agreement.

The requirements of this paragraph shall not be construed to obviate any obligations of AP under section I (G) hereof.

**I. Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party (an **Excusable Delay**). This Agreement may be terminated with written notice by either Party under this section should the Excusable Delay of the non-performing Party continue for more than 30 days.

**J. Entire Agreement.** This Agreement with any documents referred to in it constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between them relating to the matters set forth herein except as specifically set forth herein .

**K. Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. The University may not assign, this Agreement or any of its rights hereunder without the prior written consent of AP, and any attempted assignment without such consent shall be void.

**L. Variation.** No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

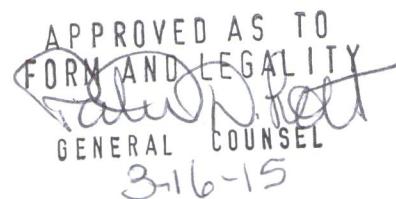
**M. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: I-G, V, VII, VIII, IX, and X.

**ACADEMIC PARTNERSHIPS, LLC**

Signature: Wes Brazell  
Name: Wes Brazell  
Title: CFO  
Date: 3-26-2015

**THE UNIVERSITY OF WEST FLORIDA**

Signature: G. Ellenberg  
Name: George Ellenberg  
Title: Vice Provost  
Date: 3-16-15



## ADDENDUM #1

### (Revenue-Based Fee)

This Addendum ("Addendum") dated as of 3-26-2015, is a supplement to that certain Service Agreement dated as of 3-26-2015 between Academic Partnerships, LLC ("AP"), and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (the "University") and is fully incorporated therein.

Program and/or Degrees	Launch Date	AP Revenue Percentage Fee
RN-BSN	Fall, 2013	50%
Ed.D. Curriculum and Instruction (Curriculum Studies)	Fall, 2013	50%
Master of Education in Education Leadership	Spring 2012	50%
Ed. D., Curriculum and Instruction (Instructional Technology)	Deferred	
MBA: General, Logistics, Accounting, Entrepreneur	TBD	AP: 45% and UWF: 55% for first year, beginning with 1 <sup>st</sup> start and AP: 50% and UWF: 50% beginning with second year
MSN – Nursing Education	Fall 2015	AP: 45% and UWF: 55% for first year, beginning with 1st start and AP: 50% and UWF: 50% beginning with second year
MSN – Leadership and Management	Fall 2015	AP: 45% and UWF: 55% for first year, beginning with 1st start and AP: 50% and UWF: 50% beginning with second year

#### ACADEMIC PARTNERSHIPS, LLC

Signature: Wes Brazell  
Name: Wes Brazell  
Title: CFO  
Date: 3-26-2015

#### THE UNIVERSITY OF WEST FLORIDA

Signature: George Ellenberg  
Name: George Ellenberg  
Title: Vice Provost  
Date: 3-18-15

APPROVED AS TO  
FORM AND LEGALITY  
John Holt  
GENERAL COUNSEL  
3-18-15

**ADDENDUM #2**  
**(Student Fee/Program Waivers)**

This Addendum #2 ("Addendum") dated as of March 16, 2015 is a supplement to that certain Service Agreement dated as of 3-26-2015 between Academic Partnerships, LLC ("AP") and the University of West Florida for and on behalf of the University of West Florida Board of Trustees (the "University") and is fully incorporated therein.

Programs and/or degrees offered through the identified Service Agreement can elect to award Graduate Assistantships, UWF employee waivers, or state of Florida employee waivers. These types of waivers will be awarded by the College Deans on a semester-by-semester basis and awards are dependent upon student enrollment, faculty needs, and program requirements. AP and UWF will equally share the costs of the tuition waiver for each student based on the Strategy for Waiver for each of the programs. In the event that the UWF waiver policy is changed, the parties agree to modify the framework as needed.

Program and/or Degree	Strategy for Waiver
Educational Leadership, M.Ed.	Waiver of up to 6 credit hours per student waiver Up to 5 Graduate Assistants Students are appointed for 1 semester at a time; must reapply for additional semester  No UWF Waivers No State Waivers
Curriculum & Instruction- Curriculum Studies, Ed.D.	Waiver of up to 6 credit hours per student waiver Up to 2 Graduate Assistants /semester (1 for each start date) after program enrollment reaches 50 students; additional GAs added at each increment of 25 students Students are appointed for 1 semester at a time; must reapply for additional semester  No UWF Waivers No State Waivers
MSN: Nursing Education	Waiver of up to 6 credit hours per student waiver Up to 2 Graduate Assistants /semester (1 for each start date) after program enrollment reaches 50 students; additional GAs added at each increment of 25 students Students are appointed for 1 semester at a time; must reapply for additional semester  No UWF Waivers

Program and/or Degree	Strategy for Waiver
	No State Waivers
MSN: Leadership and Management	<p>Waiver of up to 6 credit hours per student waiver            Up to 2 Graduate Assistants /semester (1 for each start date) after program enrollment reaches 50 students; additional GAs added at each increment of 25 students            Students are appointed for 1 semester at a time; must reapply for additional semester</p> <p>No UWF Waivers            No State Waivers</p>
RN-BSN	<p>Waiver of up to 6 credit hours per student waiver            Up to 2 State Waivers per semester; must reapply for additional semester</p> <p>No UWF Waiver            No GA Waiver</p>

Projected financial impact follows this execution page. The following authorized representatives approve and accept this Addendum #2.

**ACADEMIC PARTNERSHIPS, LLC**

Signature: Wes Brazell  
 Name: Wes Brazell  
 Title: CFO  
 Date: 3-16-2015

**THE UNIVERSITY OF WEST FLORIDA**

Signature: George Ellenberg  
 Name: George Ellenberg  
 Title: Vice Provost  
 Date: 3-16-15

APPROVED AS TO  
 FORM AND LEGALITY  
Sarah Holt  
 GENERAL COUNSEL  
 3-16-15

### **Spring 2015 Framework**

The GA matriculation waiver is 50% of the in-state portion of graduate basic tuition. In Spring 2015, that waiver is (.5) X (\$295.34 per sh) = \$147.67 per sh (or \$443.01 per 3 sh graduate course). To be eligible for the waiver, the GA must take at least 6 sh in Fall, 6 sh in Spring, and 3 sh in Summer.

**Financial Impact of GAS in a program (using base 2014-2015 UWF Tuition Rates)**

Number of GAS	Number of 3 sh Course Registrations Affected by GA	Value of GA Matriculation Waiver per 3 sh Course	Total Tuition Waived per Semester	Impact on AP		Impact on UWF	
				Gross Revenue Reduction	Gross Revenue Reduction	Reduction in Auxiliary Funds Available for Distribution	Reduction in Net Adminstrative Fee Paid Out
1	2	\$443.01	\$886.02	\$443.01	\$443.01	\$59.45	\$383.56
2	4	\$443.01	\$1,772.04	\$886.02	\$886.02	\$118.90	\$767.12
3	6	\$443.01	\$2,658.06	\$1,329.03	\$1,329.03	\$178.36	\$1,150.67
4	8	\$443.01	\$3,544.08	\$1,772.04	\$1,772.04	\$237.81	\$1,534.23
5	10	\$443.01	\$4,430.10	\$2,215.05	\$2,215.05	\$297.26	\$1,917.79
6	12	\$443.01	\$5,316.12	\$2,658.06	\$2,658.06	\$356.71	\$2,301.35
7	14	\$443.01	\$6,202.14	\$3,101.07	\$3,101.07	\$416.16	\$2,684.91
8	16	\$443.01	\$7,088.16	\$3,544.08	\$3,544.08	\$475.62	\$3,068.46
9	18	\$443.01	\$7,974.18	\$3,987.09	\$3,987.09	\$535.07	\$3,452.02
10	20	\$443.01	\$8,860.20	\$4,430.10	\$4,430.10	\$594.52	\$3,835.58

### Projected Impact of State and University Employee Waivers on Self-funded Programs

#### Graduate Level Programs

Number of Students Granted Waivers	Number of 3 sh Course Registrations Potentially Affected by State/University Employee Tuition Waivers	Value of Graduate Level Waiver per 3 sh Course (assumes 100% of the fee for self-funded program is considered tuition)	Total Tuition Waived per Semester	Impact on AP		Impact on UWF		Reduction in Net Funds Available for Distribution
				Gross Revenue Reduction	Gross Revenue Reduction	Reduction in Auxiliary Administrative Fee Paid Out		
1	2	\$1,153.80	\$2,307.60	\$1,153.80	\$1,153.80	\$154.84	\$998.96	
2	4	\$1,153.80	\$4,615.20	\$2,307.60	\$2,307.60	\$309.68	\$1,997.92	
3	6	\$1,153.80	\$6,922.80	\$3,461.40	\$3,461.40	\$464.52	\$2,996.88	
4	8	\$1,153.80	\$9,230.40	\$4,615.20	\$4,615.20	\$619.36	\$3,995.84	
5	10	\$1,153.80	\$11,538.00	\$5,769.00	\$5,769.00	\$774.20	\$4,994.80	
6	12	\$1,153.80	\$13,845.60	\$6,922.80	\$6,922.80	\$929.04	\$5,993.76	
7	14	\$1,153.80	\$16,153.20	\$8,076.60	\$8,076.60	\$1,083.88	\$6,992.72	
8	16	\$1,153.80	\$18,460.80	\$9,230.40	\$9,230.40	\$1,238.72	\$7,991.68	
9	18	\$1,153.80	\$20,768.40	\$10,384.20	\$10,384.20	\$1,393.56	\$8,990.64	
10	20	\$1,153.80	\$23,076.00	\$11,538.00	\$11,538.00	\$1,548.40	\$9,989.60	

**Undergraduate Level Programs**

Number of Students Granted Waivers	Number of 3 sh Course Registrations Potentially Affected by State/University Employee Tuition Waivers per Semester (each student is allowed waiver for 6 sh)	Value of Undergraduate Level Waiver per 3 sh Course (assumes 100% of the fee for self-funded program is considered tuition)	Impact on AP		Impact on UW/F		Reduction in Net Funds Available for Distribution
			Total Tuition Waived per Semester	Gross Revenue Reduction	Gross Revenue Reduction	Administrative Fee Paid Out	
1	2	\$656.94	\$1,313.88	\$656.94	\$656.94	\$88.16	\$568.78
2	4	\$656.94	\$2,627.76	\$1,313.88	\$1,313.88	\$176.32	\$1,137.56
3	6	\$656.94	\$3,941.64	\$1,970.82	\$1,970.82	\$264.48	\$1,706.34
4	8	\$656.94	\$5,255.52	\$2,627.76	\$2,627.76	\$352.65	\$2,275.11
5	10	\$656.94	\$6,569.40	\$3,284.70	\$3,284.70	\$440.81	\$2,843.89
6	12	\$656.94	\$7,883.28	\$3,941.64	\$3,941.64	\$528.97	\$3,412.67
7	14	\$656.94	\$9,197.16	\$4,598.58	\$4,598.58	\$617.13	\$3,981.45
8	16	\$656.94	\$10,511.04	\$5,255.52	\$5,255.52	\$705.29	\$4,550.23
9	18	\$656.94	\$11,824.92	\$5,912.46	\$5,912.46	\$793.45	\$5,119.01
10	20	\$656.94	\$13,138.80	\$6,569.40	\$6,569.40	\$881.61	\$5,687.79

**EXHIBIT A**  
**(AP Trademarks, including those of its affiliates)**

1. ACADEMIC PARTNERSHIPS, LLC
2. ACADEMIC PARTNERSHIPS
3. AP



**EXHIBIT B**  
(University Trademarks)



**AMENDMENT 1  
TO THE  
SERVICE AGREEMENT**

This Amendment 1 (**Amendment**) dated as of September 15, 2017, modifies that certain Service Agreement (**Agreement**) dated as of March 13, 2015, between Academic Partnerships, LLC (**AP**), and University of West Florida (the **University**) and is fully incorporated therein.

**1. The following section is here by inserted as Paragraph H in Section II.**

**H. Financial Aid.** The University agrees to carry out the administration of all aspects of the financial aid process in compliance with all applicable federal regulations. The University will make financial aid available to students in the same manner and to the same extent as made available to other students of University, and will be solely responsible for and will retain complete control over all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including determining and verifying eligibility, monitoring and managing all aspects of student's award acceptance, loan counseling, and setting of budgets and disbursement schedules. In addition, AP will have no role in informing the University if, or when, a student withdraws from an academic program or of the last date of attendance of any student. It is agreed and understood that AP is not and shall not be reported by the University as a "third party servicer" (as that term is defined under the federal regulations, including 34 C.F.R. §§ 668.2 and 668.25) and that AP shall have no involvement in or responsibility for the financial aid process. AP personnel shall refer financial aid matters to the University and the University shall have the right to review and approve in advance any AP functions or activities, including call scripts, that may involve the financial aid matters or financial aid decisions of University students.

**2. Acknowledgement**

The University acknowledges that as of the date of this Amendment, AP has not engaged in any of the activity identified in Paragraph H of Section II that is either proscribed to the University or prohibited to AP.

Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect.

**ACADEMIC PARTNERSHIPS, LLC**

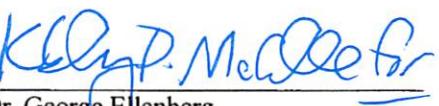
Signature: 

Name: Jeff Dawson

Title: Chief Financial Officer

Date: 10/12/17

**UNIVERSITY OF WEST FLORIDA**

Signature: 

Name: Dr. George Ellenberg

Title: Provost

Date:



Shana Gore

Director of Financial Aid

APPROVED AS TO  
FORM AND LEGALITY

 OFFICE OF THE GENERAL COUNSEL

## **AMENDMENT #2- AGREEMENT**

**WHEREAS**, effective March 26, 2015, the University of West Florida Board of Trustees (“University”) and Academic Partnerships, LLC (“AP”), (collectively, “the Parties”) entered into an Agreement attached as Exhibit “A” herein; as amended; and

**WHEREAS**, the Parties now wish to provide clarification and amend the Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

**AMENDMENT #2 TO THE AGREEMENT.** All terms and conditions of the Agreement shall continue in full force and effect, subject only to the following amendments as agreed upon by the Parties hereto as follows:

1. The Parties agree that the Master of Education in Education Leadership Program was terminated effective May 2017.
2. The Parties agree that the Ed.D. Curriculum and Instruction (Curriculum Studies) and RN to BSN Programs are terminated effective November 30, 2018.
3. The Parties agree that the MSN in Nursing Education and MSN in Leadership and Management were terminated effective September 11, 2018.
4. Notwithstanding the fact that UWF in good faith does not believe it is in violation of the Agreement, AP agrees to waive any and all restrictions solely with regard to the following Programs:
  - (a) Master of Education in Education Leadership;
  - (b) Ed.D. Curriculum and Instruction (Curriculum Studies);
  - (c) RN to BSN;
  - (d) MSN in Nursing Education
  - (e) MSN in Leadership and Management
5. This Amendment #2 clarifies that the programs identified in Addendum #1 and Addendum #4 remaining with AP are the following and shall hereinafter be referred to as “Current Programs”:
  - (a) MBA: General as described in Addendum #1
  - (b) MBA: Logistics as described in Addendum #1
  - (c) MBA: Accounting as described in Addendum #1
  - (d) MBA: Entrepreneur as described in Addendum #1
  - (e) Ed.S. Curriculum & Instruction as described in Addendum #4

(f) M.Ed. Instructional Design and Technology as described in Addendum #4

6. Effective January 1, 2019 AP shall be awarded the following additional new programs for one five (5) year term and shall hereinafter be called "New Programs":

- (a) MBA:Business Analytics
- (b) MBA Human Resources Management
- (c) MBA Information Security Management

7. Effective January 1, 2019, the AP Revenue Percentage Fee as defined in Addendum #1 and Addendum #4 to the Agreement and the New Programs as defined in numerical paragraph No. 6 in this Amendment #2 shall be 45% AP, 55% UWF. Effective January 1, 2020, the AP Revenue Percentage Fee as defined in Addendum #1 and Addendum #4 to the Agreement and the New Programs as defined in numerical paragraph No. 6 in this Amendment #2 shall be 40% AP, 60% UWF.

8. All Current Program terms shall expire upon execution of this Amendment #2. Effective January 1, 2019 all Current Programs and New Programs will begin one (1) five (5) year term. The University shall have the option to extend the terms of all Programs for one (1) consecutive five (5) year term at the expiration of the existing term

9. This Amendment #2 shall be effective on the latest date of execution by the Parties set forth below.

10. All other terms and conditions of the Agreement not otherwise expressly amended by this Amendment #2 or Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment #2 to be signed and delivered by their duly authorized representatives, below.

**UNIVERSITY OF WEST FLORIDA**

  
Dr. George Ellenberg  
Provost

**ACADEMIC PARTNERSHIPS, LLC**

  
Randy Best  
Chairman

4 (BJS) ADDENDUM #4 (BJS)

This Addendum ~~#~~ ("Addendum") dated as of March 22, 2016 is a supplement to that certain Service Agreement dated as of March 13, 2015 between Academic Partnerships, LLC ("AP"), and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (the "University") and is fully incorporated therein.

Program and/or Degrees	Launch Date	AP Revenue Percentage Fee
Ed.S. – Curriculum and Instruction, Certificate in Curriculum and Assessment	Fall 2016	AP:45% and UWF:55% for first year, beginning with 1 <sup>st</sup> start and AP: 50% and UWF 50% beginning with second year
Ed.S. – Curriculum and Instruction, Certificate in Instructional Design and Technology	Fall 2016	AP:45% and UWF:55% for first year, beginning with 1 <sup>st</sup> start and AP: 50% and UWF 50% beginning with second year
Ed.S. – Curriculum and Instruction, Certificate in Administration and Leadership Studies	Fall 2016	AP:45% and UWF:55% for first year, beginning with 1 <sup>st</sup> start and AP: 50% and UWF 50% beginning with second year
M.Ed. – Instructional Technology	Fall 2016	AP:45% and UWF:55% for first year, beginning with 1 <sup>st</sup> start and AP: 50% and UWF 50% beginning with second year

**ACADEMIC PARTNERSHIPS, LLC**

Signature: Bryceon S  
 Name: Bryceon Sumner  
 Title: CFO  
 Date: 3/28/16

**THE UNIVERSITY OF WEST FLORIDA**

Signature: G. Ellenberg  
 Name: George Ellenberg  
 Title: Vice Provost  
 Date: 3-25-16

APPROVED AS TO  
 FORM AND LEGALITY  
 JCH  
 UWF ATTORNEY  
 3/22/16

## ADDENDUM 5

This Addendum 5 (**Addendum**) dated as of February 9, 2022, is a supplement to that certain Service Agreement dated as of March 26, 2015 (**Agreement**), as amended, between Academic Partnerships, LLC (**AP**), and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees (the **University**) and is fully incorporated therein.

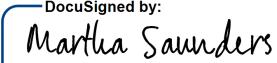
The term of the below services will end on January 1, 2024, unless terminated sooner pursuant to the terms of the Agreement.

<b>PROGRAM AND/OR DEGREE</b>	<b>START DATE</b>	<b>AP REVENUE PERCENTAGE</b>
MBA Finance	Fall 1 2022	40%

### ACADEMIC PARTNERSHIPS, LLC

Signature:   
Name: Howard Rouse  
Title: President and COO, Core Business  
Date: February 10, 2022

### UNIVERSITY OF WEST FLORIDA

DocuSigned by:  
Signature:   
Name: Martha Saunders  
Title: President  
Date: 02/11/2022

DocuSigned by:  
  
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02/10/2022