

E-LEARNING PROJECT MASTER AGREEMENT

This E-Learning Project Master Agreement is entered into as of July 1, 2008 (the "Execution Date") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University").

1. INTRODUCTION

The University and the Company have entered into this Agreement for the purpose of marketing, promoting, and delivering e-learning program(s) to students of the University.

2. DEFINITIONS

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

- i. "Faculty" means the individuals who are appointed by the University to administer the E-Learning Program Courses, and who may be full time or adjunct personnel.
- j. "FERPA" means the Family Education Rights and Privacy Act of 1974 (as amended).
- k. "Instructional Fees" mean the gross collections received by a Party related to the registration and delivery of each E-Learning Program and its E-Learning Program Courses pursuant to this Agreement (e.g., matriculation fees, Student tuition, technology fee, etc.). To the extent not already deducted from the gross collections received by a Party, the following items shall not be included in the calculation of Instructional Fees: discounts, refunds, credits, rebates, uncollectible amounts, and application fees.
- l. "Intellectual Property Rights" mean: (i) all trademarks, trade dress, service marks, trade names and brand names; (ii) all copyrights, copyright registrations and copyright applications; (iii) all patents and patent applications; (iv) all contracts or agreements granting any right, title, license, or privilege under the intellectual property rights of any third party; (v) all inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, moral rights, and all other types of intellectual property; and/or (vi) all rights in any derivative works of the foregoing.
- m. "Party" or "Parties" mean(s) individually either the Company or the University (as applicable), and collectively the Company and the University.
- n. "Program Term Sheet" means the form attached hereto as Exhibit A (Program Term Sheet), and the accompanying statement(s) of work, whereby the Parties will develop and agree upon the key terms for each E-Learning Program. The Parties will execute a separate Program Term Sheet for each new E-Learning Program.
- o. "Steering Committee" means the committee of the Company and the University representatives established pursuant to Section 4 (Steering Committee) hereof to administer the E-Learning Project and this Agreement.
- p. "Students" mean all registered and paid enrollees in the E-Learning Program Courses after the published enrollment drop/add deadline established for the E-Learning Program.
- q. "Term" shall be as defined in Section 9.a (Term) of the Agreement.
- r. "University" shall include Ohio University, and its campuses, colleges, schools, and departments.
- s. "University Provided Material" means all content, data, information, materials, and all other intellectual property provided to, and/or developed for, the Company and/or the E-Learning Project under this Agreement by the University (in hard-copy or electronic format, and all derivatives thereof) (e.g., schedules, course content, multi-media, course management system, etc.).

3. AGREEMENT STRUCTURE

The Parties shall execute a Program Term Sheet for each individual E-Learning Program under this Agreement. Each Program Term Sheet shall contain a statement(s) of work outlining the specific obligations of each Party with respect to the specific E-Learning Program. In addition, the Company will develop (in coordination with the University) a prospectus for each E-Learning Program named in the Program Term Sheet which will provide the development and delivery plan for the E-Learning Program. The prospectus shall include, at a minimum, the roles and responsibilities of the E-Learning Program faculty and staff as it pertains to the University and the Company, E-Learning Program curriculum, admission and registration requirements and processes, development schedules and timelines, and curriculum delivery structure. Except as specifically set forth in the Program Term Sheet, statement of work, and/or prospectus, all the terms and conditions of this Agreement shall remain in full force and effect with respect to each Program Term Sheet, statement of work, and/or

prospectus. Capitalized terms not defined in the Program Term Sheet, statement of work, and/or prospectus shall be as defined in this Agreement. In the event of any conflict and/or inconsistency between this Agreement and a Program Term Sheet, statement of work, and/or prospectus, the order of precedence shall be as follows: (i) the Agreement, (ii) the Program Term Sheet, (iii) the statement of work, and (iv) the prospectus. The Company shall only be obligated to perform those services as specifically set forth in this Agreement, a Program Term Sheet, a statement of work, and/or the prospectus. Any changes to a Program Term Sheet, a statement of work, the prospectus, and/or the overall operation of the E-Learning Project, must be mutually agreed upon by the Parties in writing and may have a significant impact on the Company's ability to perform under this Agreement.

4. STEERING COMMITTEE

- a. **Decision Making.** The Steering Committee shall be responsible for managing the general affairs and activities of the Parties with respect to the E-Learning Project and this Agreement.
- b. **Steering Committee Designees.** The Steering Committee shall consist of two (2) representatives designated by each of the Company and the University as set forth in the Program Term Sheet. Each Party shall have the right at any time to substitute individuals, reasonably acceptable to the other Party, on a permanent or temporary basis, by giving written notice thereof to the other Party.
- c. **Steering Committee Meetings.**
 - i. **Schedule of Meetings.** The Steering Committee shall meet (by teleconference, videoconference, or in person) at such times as the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party, in addition to the members of the Steering Committee, may attend Steering Committee meetings as non-voting observers at the invitation of either Party and with the approval of the other Party.
 - ii. **Operations.** At each Steering Committee meeting, a majority of the members of the Steering Committee shall constitute a quorum. Each Steering Committee member shall have one vote on all matters before the Steering Committee. Provided a quorum is present, all decisions of the Steering Committee shall be made by majority vote of all of the members of the Steering Committee. In the event that the Steering Committee is unable to resolve any matter before it, such matter shall be resolved as set forth in Section 4(c)(iii) (Dispute Resolution) hereof. The Steering Committee shall keep accurate minutes of its deliberations that record all proposed decisions and all actions recommended or taken. Each Party shall each bear their own expenses and that of their respective Steering Committee members related to their participation on the Steering Committee and attendance at Steering Committee meetings.
 - iii. **Dispute Resolution.** In the event that the Steering Committee shall not be able to reach a decision or take an action on any matter hereunder, then the matter in question shall be referred for resolution to the Chief Executive Officer of the Company and the President of the University (or a designated senior officer of the University). In the event that said officers are unable to resolve such matter after reasonable efforts to do so and after the passage of a reasonable period of time under the relevant circumstances, but in no event more than thirty (30) days, either Party shall be entitled to pursue all available remedies under this Agreement.

5. LICENSE

- a. **License.**
 - i. **University Provided Material.** The University hereby grants to the Company for the Term of this Agreement, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the University Provided Material solely as necessary for Company to perform all of its duties and obligations under this Agreement. The University shall have sole responsibility for

obtaining any licenses and rights in all Intellectual Property Rights of third parties with respect to the University Provided Material necessary to enable the Company to perform its duties pursuant to this Agreement. Except for the licenses and other rights expressly granted herein to the Company, it is understood and agreed that as between the Parties, the University shall retain all right, title, and interest in its Intellectual Property Rights in the University Provided Material.

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

iii. **Trademarks.** The University hereby grants the Company, for the Term of this Agreement, the world-wide, royalty-free, non-exclusive right and license to use and display the name, trade names, and trademarks of the University (the "University Trademarks") for the marketing, promotion, advertisement, recruitment, and enrollment of Students for the E-Learning Program(s); provided, however, that such use of the foregoing shall be approved in advance by the University's Director of Publications or similar position. The Company agrees that the University Trademarks shall be operated and run in accordance with the standards and specifications specified in a style guide or other documentation (or both) provided by the University to the Company.

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

6. FEES AND DISTRIBUTIONS

a. **Distribution of Instructional Fees.** No later than ten (10) business days after the published drop/add date during each academic term of each E-Learning Program, the University shall report enrollments to the Company. The Company shall provide an invoice for the applicable Company percentage of the Instructional Fees (the "Company Distribution" – as further defined in the applicable Program Term Sheet) with respect to each E-Learning Program. The payment terms shall be net ten (10) business days after receipt of invoice. In the same manner, at the conclusion of each academic term, the Parties shall immediately reconcile any outstanding or adjusted Instructional Fees and make any required payments to the Party due same.

b. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees received or recouped by the University from the registration and payment of the E-Learning Program Courses for each E-Learning Program, including, but not limited to, the number of Students enrolled in each E-Learning Program Course, the amounts billed and collected from Students

enrolled in each E-Learning Program Course, and all deductions applied in the calculation of Instructional Fees as described in Section 2.k (Instructional Fees). Such statements shall be furnished to the Company regardless of whether any Students were enrolled in the E-Learning Program Courses during the academic term. The receipt or acceptance by the Company of any such statement, or the receipt or acceptance of any Company Distribution by the Company, shall not prevent the Company from subsequently challenging, in accordance with the provisions of Section 7 (Audit) below, the validity or accuracy of such statement or payment.

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

d. **Late Charges.** Late payments (i.e., payments received by the Company more than twenty-five (25) business days after the receipt of invoice) shall accrue interest at the lesser of: (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by Ohio law.

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

7. **AUDIT**

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

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

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

8. **CONFIDENTIAL INFORMATION**

a. **Confidentiality.** The University and the Company each agree to maintain the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event, less than a commercially reasonable standard of care. The University and the Company each agree that any disclosure of the other Party's Confidential Information to any of its

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

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

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

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

9. TERM AND TERMINATION

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

b. **Termination.**

i. **Agreement Termination.** This Agreement and all E-Learning Programs may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of the E-Learning Project Master Agreement by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; or (iii) by one Party upon written notice in the event that: (a) the other Party shall have dissolved, ceased active business operations, or liquidated, unless such dissolution, cessation, or liquidation

results from reorganization, acquisition, merger, or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and, in the event such a proceeding has been brought against such Party, remains undismissed for a period of sixty (60) days.

- ii. **E-Learning Program Termination.** Any E-Learning Program may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of a Program Term Sheet (or the accompanying statement(s) of work or prospectus) by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; or (iii) upon ninety (90) days prior written notice given by either Party if there are less than that certain number (as set forth in the Program Term Sheet) of unique Students enrolled in the subject E-Learning Program (the "Minimum Number of Students") during the time period(s) set forth in the Program Term Sheet (the "Time Period(s)").
- c. **Survival.** Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect. Furthermore, a termination of any one or more of the Program Term Sheets shall have no effect on the other Program Term Sheets and this Agreement. Company Distributions: (i) earned by the Company prior to any expiration or termination of this Agreement or any Program Term Sheet, and (ii) Company Distributions that would otherwise be due the Company subsequent to such termination or expiration but for such termination or expiration (the "Post Termination Distributions") shall be paid to the Company as provided in Section 6 (Fees and Distributions) notwithstanding such termination or expiration. The Post Termination Distribution amount shall be calculated only with respect to those Students enrolled in the E-Learning Program or E-Learning Program Courses as of the date of such expiration or termination, and for so long as such Students remain enrolled in the E-Learning Program or E-Learning Program Courses; provided, however, if such Students re-enroll in the E-Learning Program or E-Learning Program Courses within one (1) year of initially dropping or failing to re-enroll in the E-Learning Program or E-Learning Program Courses, then the Company shall be entitled to Post Termination Distributions for so long as such Students remain enrolled in the E-Learning Program or E-Learning Program Courses.

10. REPRESENTATIONS AND WARRANTIES

a. Company Warranties.

- i. **Organization.** The Company represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- ii. **Right to Use.** The Company represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the University to use) any Company Provided Material as set forth in this Agreement.
- iii. **Infringement.** The Company represents and warrants that it has no actual knowledge that the Company Provided Material infringes upon the valid Intellectual Property Rights of any third party.
- iv. **Compliance with Laws.** The Company represents and warrants that it is in material compliance with all applicable federal laws, rules, and regulations in the performance of the E-Learning Project, including, but not limited to, FERPA and Title IV of the Higher Education Act (as amended).

b. University Warranties.

- i. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver, and perform this Agreement.
 - ii. Right to Use. The University represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the Company to access, display, and use) any University Provided Material as set forth in this Agreement.
 - iii. Infringement. The University represents and warrants that it has no actual knowledge that the University Provided Material infringes upon the valid Intellectual Property Rights of any third party.
 - iv. Compliance with Laws. The University represents and warrants that it is in material compliance with all applicable laws, regulations, and accrediting body standards, possesses all required educational approvals and accreditations, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.
 - v. Right to Services. The University represents and warrants that during the Term of this Agreement, the University will work exclusively with the Company and with no other person or entity, and will not grant a license to the University Provided Material to any other person or entity, for the purpose of providing the services set forth in a Program Term Sheet (and the accompanying statement(s) of work and prospectuses) with respect to the E-Learning Programs and/or E-Learning Program Courses (and/or any e-learning programs/courses similar to the E-Learning Programs and/or E-Learning Program Courses) developed in connection with this Agreement. Notwithstanding the above, the Parties acknowledge and agree that the University may promote and market the E-Learning Programs and the E-Learning Program Courses through the use of its own internal marketing efforts, and without the use and/or assistance of any other person or entity in violation of this Section.
- c. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. BOTH PARTIES' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID (OR DUE TO BE PAID) BY THE UNIVERSITY TO THE COMPANY UNDER THIS AGREEMENT.

11. INFRINGEMENT

- a. **University Provided Material.** If any University Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the Company's opinion any of the University Provided Material is, or is likely to be held to constitute, such an infringement, the University shall at its own expense and option: (1) procure the right for the Company to continue using the University Provided Material; (2) replace the University Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the University Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the University shall so notify the Company and the Company shall be entitled to terminate the E-Learning Program impacted by the infringement.

b. **Company Provided Material.** If any Company Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the University's opinion any of the Company Provided Material is, or is likely to be held to constitute such an infringement, the Company shall at its own expense and option: (1) procure the right for the University to continue using the Company Provided Material; (2) replace the Company Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the Company Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the Company shall so notify the University and the University shall be entitled to terminate the E-Learning Program impacted by the infringement.

c. **Public Institution.** As a public institution in the state of Ohio, the University is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, the University agrees to be liable for the acts and omissions of its officers, employees, contractors, and agents arising under this Agreement, and (ii) specifically, in lieu of the University's obligation to indemnify the Company under this Agreement, the University hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to the University's role in connection with this Agreement as determined by a court of competent jurisdiction.

12. GENERAL PROVISIONS

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

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

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

d. **Relationship.** The relationship between the Company and the University is limited solely to that of an independent contractor. Nothing in this Agreement shall be construed to create or imply a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors in connection with the performance of the services under this Agreement without the consent of the other Party.

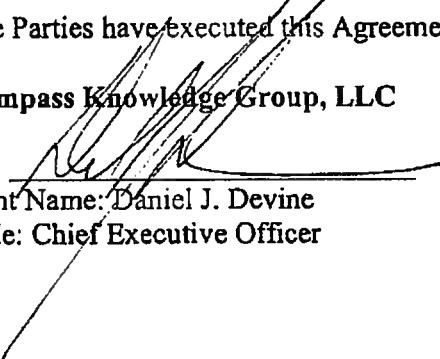
e. **Prohibition on Hiring.** Neither Party shall, during the Term of this Agreement and for a period of one (1) year thereafter, hire or solicit with intent to hire any person who was employed by the other Party during such period, whether such person is hired as an employee or consultant, unless authorized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

f. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

- g. **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing Party will be entitled to reasonable costs and attorneys' fees.
- h. **Time is of the Essence.** Time is of the essence in the performance of all duties and obligations under this Agreement.
- i. **Entire Contract.** This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter.
- j. **Force Majeure.** Neither Party shall be responsible for delay or failure to perform its obligations under this Agreement to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect third party suppliers of goods or services if no alternate source of such supply is available to the Party. Each Party shall notify the other in the event a force majeure will cause a delay or failure of performance as early as practicable.
- k. **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. A waiver shall not be effective unless it is set forth in a document signed by the Party against which such waiver is asserted.

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

Compass Knowledge Group, LLC

By: 
Print Name: Daniel J. Devine
Title: Chief Executive Officer

Ohio University

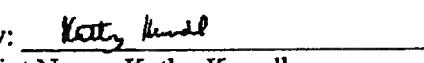
By: 
Print Name: Kathy Krendl
Title: Executive Vice President and Provost

Exhibit A-[]
Program Term Sheet

1. **Program:** _____ [Insert E-Learning Program Name]
2. **Effective Date:** The effective date is _____ [Insert the date when this Program Term Sheet will become effective]
3. **Enrollment Dates:** New students may enter this E-Learning Program in _____ [Insert academic terms when students can begin this E-Learning Program]
4. **Steering Committee Designees**
 - a. For the University: _____ [name two persons or their titles] or their duly appointed representatives
 - b. For the Company: _____ [name two persons or their titles] or their duly appointed representatives
5. **Term:** Unless the Parties otherwise agree in writing, the E-Learning Program shall have a term of ten (10) years from the Effective Date.
6. **Launch Fee:** Notwithstanding anything herein to the contrary, the University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities set forth in the statement of work), a one-time fee to the Company in the amount of \$_____ to launch this E-Learning Program.
7. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply:

8. **Distribution of Instructional Fee Revenue:** With respect to this E-Learning Program during each academic term, the Company will receive as consideration for performing its duties described herein the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:

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

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

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32819-7949
Attn: Daniel J. Devine, CEO
Fax: 407-573-2009

With a copy to:

If to the University:

With a copy to:

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

Compass Knowledge Group, LLC

Ohio University

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

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

This Statement of Work #1 (the "Statement of Work") is an attachment to Exhibit A-1 - Program Term Sheet for the Master of Athletic Administration E-Learning Program. (the "Program Term Sheet") to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

- 1. Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
- 2. Mutual Obligations.**
 - a) Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-

Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.

3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.

a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.

i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.

ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.

b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.

i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.

ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.

iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer

Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.

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

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

- iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **Instructional Services and Related Technology.** The Company shall be responsible for the following instructional design and instructional technology services.
- i) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus and the operation of the E-Learning Project.
 - ii) **Assistance in Curriculum Development.** The Company shall coordinate activities related to scheduling, processing, assisting and coordinating deadlines with the University to achieve required outcomes, including templates and handbooks.
 - iii) **Instructional Design.** The Company shall provide instructional design consultation to Faculty to develop their E-Learning Program Courses.
 - iv) **Online Course Template and Orientation.** The Company shall design and develop the template for E-Learning Program Courses, and an orientation site to train Students and Faculty on the functionality of the course management system tools. The template and orientation site shall be approved by the Executive Director of Lifelong and Distance Learning for the University.
 - v) **Courses Website Development.** The Company shall convert University Provided Material to the E-Learning Program Course website using the course management system software for new E-Learning Program Courses, and refreshment and updating of existing E-Learning Program Courses, with approval of the Faculty. E-Learning Program Course conversion shall be completed before the launch of each E-Learning Program Course.
 - vi) **Multimedia Production.** The Company shall produce multimedia presentations as defined by the Faculty and the program directors.
 - vii) **Faculty Training.** The Company shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).

Exhibit A-2
Program Term Sheet

This Exhibit A-2 - Program Term Sheet (the "Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Athletic Administration
2. **Effective Date:** The effective date is November 17, 2009.
3. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall, Spring, and Summer (each, an "Enrollment Term") with an expected E-Learning Program start Enrollment Term of Summer 2010 - pending sufficient Student enrollments.
4. **Steering Committee Designees**
 - a. For the University: Randy Leite and Marsha Ham or their duly appointed representatives
 - b. For the Company: Dr. Gloria Pickar and Keith Thompson or their duly appointed representatives
5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of ten (10) years from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive ten (10) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
6. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program (the "Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due July 1, 2010.
7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:
60% to the Company and 40% to the University
8. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination)): 100 students within two (2) calendar years after the first E-Learning Program Course enrollments.

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

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

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

If to the University: Ohio University
105 Haning Hall
Athens, OH 45701
Attn: Marsha Ham
Fax: 740-597-3005

With a copy to: Randy Leite
Health and Human Services
Ohio University
W381 Grover Center
Athens, OH 45701
Fax: 740-597-1208

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

Compass Knowledge Group, LLC

By: _____
Print Name: Daniel J. Devine
Title: CEO
Date: 12/16/09

Ohio University

By: Pam Benoit
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 12/7/09

AMENDMENT #1
TO
OHIO UNIVERSITY PROGRAM TERM SHEET –
EXHIBIT A-2 – MASTER OF ATHLETIC ADMINISTRATION

This Amendment #1 ("Amendment #1") to the Exhibit A-2 Program Term Sheet – Master of Athletic Administration with an effective date of November 17, 2009 (the "MAA Program Term Sheet") is effective as of May 24, 2010 (the "Amendment #1 Effective Date") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). The MAA Program Term Sheet is part of the e-Learning Project Master Agreement with a date of July 1, 2008 (the "Agreement"). Any capitalized terms not defined in this Amendment #1 shall be as defined in the Agreement and the MAA Program Term Sheet. Except as specifically set forth in this Amendment #1, all the terms and conditions of the Agreement and the MAA Program Term Sheet shall remain in full force and effect.

AMENDMENT

For purposes of the MAA Program Term Sheet, Section 4 Steering Committee Designees for the University are hereby deleted in their entirety and replaced with the following:

4. Steering Committee Designees

- a. For the University: Dean, College of Business and Executive Director, Lifelong and Distance Learning or their duly appointed representatives

The parties have executed this Amendment #1 as of the Amendment #1 Effective Date.

Compass Knowledge Group, LLC

By: _____
Print Name: Daniel J. Devine
Title: CEO
Date: 1 JULY 2010

Ohio University

By: Pam Benoit
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 6-4-10

**Amendment 2 to Exhibit A-2 Program Term Sheet
Ohio University Master of Athletic Administration**

This Amendment 2 to Program Term Sheet A-2 ("Amendment 2") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and Ohio University (the "University"), effective as of the start date of the University's Winter 2012 term ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into Exhibit A-2 Program Term Sheet effective November 17, 2009 ("Program Term Sheet A-2"), for the University's Master of Athletic Administration ("e-Learning Program"), pursuant to the E-Learning Project Master Agreement between the Parties effective July 1, 2008 ("Agreement");

WHEREAS, the Parties desire to amend Program Term Sheet A-2 on the terms and conditions set forth in this Amendment;

NOW THEREFORE, the Parties hereby agree to amend Program Term Sheet A-2 as follows:

1. Section 7 of Program Term Sheet A-2 is hereby amended to provide in its entirety as follows:

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

50% to the Company and 50% to the University"

2. New Sections 11, 12, and 13 are hereby added to Program Term Sheet A-2 to provide in their entirety as follows:

"11. Amended Statement of Work: Statement of Work #1 to this Program Term Sheet A-2 is hereby amended and restated in its entirety as set forth in the Amended and Restated Statement of Work #1 attached to this Amendment 2. In consideration of the revisions to Statement of Work #1, the University agrees to pay the Company \$68,462. The Company will bill the University this amount in its Winter 2012 invoice.

12. e-Learning Program Changes: The Parties acknowledge and agree that the University shall adopt the following changes to the e-Learning Program for new students admitted in the Winter 2012 term or later: (a) workshops for new e-Learning Program students will be eliminated and (b) there may be a single summer residency requirement, as more particularly described in the University's published requirements for the e-Learning Program.

13. New Concentrations to e-Learning Program: The Parties agree to consider new concentrations to the e-Learning Program that are mutually agreeable to both Parties and do not conflict with the University's Master of Science in Sports Administration program."

3. This Amendment 2 replaces and supersedes, in its entirety, the previous version of Amendment 2 executed by the parties.

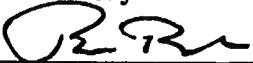
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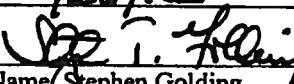
The parties have executed this Amendment 2 as of the Effective Date.

Embanet Compass Knowledge Group Inc.

By: 
Print Name: Steve Fireng
Title: CEO
Date: 2-15-12

Ohio University

By: 
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 1/26/12

By: 
Print Name: Stephen Golding
Title: CFO and Vice President of Administration
Date: 1/28/12

**Statement of Work #1
to Program Term Sheet A-5**

This Statement of Work #1 (the “Statement of Work”) is an attachment to Exhibit A-5 - Program Term Sheet for the **Master of Business Administration** E-Learning Program (the “Program Term Sheet”) to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the “Agreement”), by and between Embanet-Compass Knowledge Group Inc. (“Company”) and Ohio University (“University”). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credentials essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-

Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.

3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.

a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.

i) **Development and Delivery of the Content and University Provided Material.**

Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.

ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.

b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.

i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.

ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.

iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer

Level” access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System “Administrative System Access” shall be granted only to a University information technology services employee.

- e) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
 - f) **Instructional Services and Related Technology.** The University shall be responsible for the following instructional design and instructional technology services.
 - i) **Curriculum Development and Instructional Design.** Coordinate activities related to scheduling, processing, instructional design, assisting and coordinating deadlines within the University to achieve required outcomes, including templates and handbooks.
 - ii) **Online Course Orientation.** Design and develop an orientation site to train Students and Faculty on the functionality of the course management system tools.
 - iii) **Faculty Training.** Train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company. Unless the parties otherwise agree in writing, marketing shall be limited to the United States and Canada.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines

in its discretion to undertake, subject to the approval of the Steering Committee and the Executive Director of Lifelong and Distance Learning or his/her designee for the University.

- iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet, subject to approval by the University.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
 - ix) **Management of Ohio Leads.** All Google search advertising conducted by the Company within the State of Ohio to market the e-Learning Program shall present prospective students with a co-marketed landing page containing information regarding both the e-Learning Program and the University's Professional MBA program in a manner that is optimized for total student inquiry conversion.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.

- iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
 - i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.

**Exhibit A-5
Program Term Sheet**

This Exhibit A-5 - Program Term Sheet (the "Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. (the "Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. E-Learning Program: Master of Business Administration initially with four tracks; Initial concentrations are: Concentration in Accounting, Concentration in Finance, Concentration in Health Care Administration and a General track in Business Administration. The University may add or remove concentrations in its discretion.

2. Enrollment Dates: New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Summer A 2012, pending sufficient Student enrollments.

3. Steering Committee Designees

a. **For the University:** Dean of the College of Business, the Administrative Director of Graduate Education for the College of Business, and the Director of eLearning Ohio, or their duly appointed representatives

b. **For the Company:** Group President/Chief Academic Officer and Senior Vice President of Academic Partnerships, or their duly appointed representatives

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

5. Launch Fee: The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program (the "Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due upon the first day of the Initial Enrollment Term.

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

50% to the Company and 50% to the University for the first 300 students enrolled per academic term; 45% to the Company and 55% to the University for the 301st student to the 450th student enrolled; 40% to the Company and 60% to the University for the 451st student enrolled and above, per academic term.

The parties acknowledge that the Company Distribution and University Distributions are based upon the parties' understanding that the e-Learning Program admissions criteria would not include a GRE requirement. Accordingly, the University agrees not to impose a GRE requirement upon prospective students seeking admission to the e-Learning Program during the Term of this Program Term Sheet.

For purposes of this Program Term Sheet only, "Instructional Fees" shall not include residency fees imposed by the University on E-Learning Program students. Further, University agrees that such residency fees shall not include fees other than costs associated directly with the e-Learning Program's residency costs.

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

8. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination)): 150 students within two (2) calendar years after the commencement date of the Initial Term.

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

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: Patrick Donoghue, CFO
Fax: (416) 494-1891

If to the University: _____

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

Embanet-Compass Knowledge Group Inc.

By: _____
Print Name: Steve Fireng
Title: CEO
Date: 12/14/11

Ohio University

By: _____
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: _____

By: _____
Print Name: Stephen Golding
Title: CFO and Vice President of Administration
Date: 12/15/11

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

This Statement of Work #1 (the "Statement of Work") is an attachment to Exhibit A-1 - Program Term Sheet for the **Master of Coaching Education E-Learning Program** (the "Program Term Sheet") to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credential essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.
 - e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-

Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.

3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.

a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.

i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.

ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.

b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.

i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.

ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.

iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
- i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer

Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.

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

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

- iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
- d) **Instructional Services and Related Technology.** The Company shall be responsible for the following instructional design and instructional technology services.
- i) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus and the operation of the E-Learning Project.
 - ii) **Assistance in Curriculum Development.** The Company shall coordinate activities related to scheduling, processing, assisting and coordinating deadlines with the University to achieve required outcomes, including templates and handbooks.
 - iii) **Instructional Design.** The Company shall provide instructional design consultation to Faculty to develop their E-Learning Program Courses.
 - iv) **Online Course Template and Orientation.** The Company shall design and develop the template for E-Learning Program Courses, and an orientation site to train Students and Faculty on the functionality of the course management system tools. The template and orientation site shall be approved by the Executive Director of Lifelong and Distance Learning for the University.
 - v) **Courses Website Development.** The Company shall convert University Provided Material to the E-Learning Program Course website using the course management system software for new E-Learning Program Courses, and refreshment and updating of existing E-Learning Program Courses, with approval of the Faculty. E-Learning Program Course conversion shall be completed before the launch of each E-Learning Program Course.
 - vi) **Multimedia Production.** The Company shall produce multimedia presentations as defined by the Faculty and the program directors.
 - vii) **Faculty Training.** The Company shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).

Exhibit A-1
Program Term Sheet

This Exhibit A-1 - Program Term Sheet (the "Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Coaching Education
2. **Effective Date:** The effective date is November 17, 2009.
3. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall, Spring, and Summer (each, an "Enrollment Term") with an expected E-Learning Program start Enrollment Term of Summer 2010 - pending sufficient Student enrollments.
4. **Steering Committee Designees**
 - a. **For the University:** Randy Leite and Marsha Ham or their duly appointed representatives
 - b. **For the Company:** Dr. Gloria Pickar and Keith Thompson or their duly appointed representatives
5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of ten (10) years from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive ten (10) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
6. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program (the "Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due July 1, 2010.
7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:

60% to the Company and 40% to the University
8. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A

9. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination)): 100 students within two (2) calendar years after the first E-Learning Program Course enrollments.

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

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

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

If to the University: Ohio University
105 Haning Hall
Athens, OH 45701
Attn: Marsha Ham
Fax: 740-597-3005

With a copy to: Randy Leite
Health and Human Services
Ohio University
W381 Grover Center
Athens, OH 45701
Fax: 740-597-1208

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

Compass Knowledge Group, LLC

By: _____
Print Name: Daniel J. Devine
Title: CEO
Date: 12/16/09

Ohio University

By: PB
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 12/7/09

AMENDMENT #1
TO
OHIO UNIVERSITY PROGRAM TERM SHEET –
EXHIBIT A-1 – MASTER OF COACHING IN EDUCATION

This Amendment #1 ("Amendment #1") to the Exhibit A-1 Program Term Sheet – Master of Coaching Education with an effective date of November 17, 2009 (the "MCE Program Term Sheet") is effective as of May 24, 2010 (the "Amendment #1 Effective Date") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). The MCE Program Term Sheet is part of the e-Learning Project Master Agreement with a date of July 1, 2008 (the "Agreement"). Any capitalized terms not defined in this Amendment #1 shall be as defined in the Agreement and the MCE Program Term Sheet. Except as specifically set forth in this Amendment #1, all the terms and conditions of the Agreement and the MCE Program Term Sheet shall remain in full force and effect.

AMENDMENT

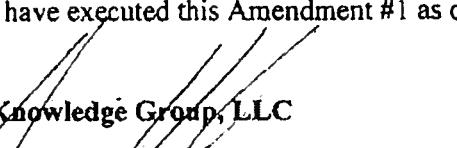
For purposes of the MCE Program Term Sheet, Section 4 Steering Committee Designees for the University are hereby deleted in their entirety and replaced with the following:

4. Steering Committee Designees

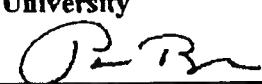
- a. For the University: Dean, College of Education and Executive Director, Lifelong and Distance Learning or their duly appointed representative

The parties have executed this Amendment #1 as of the Amendment #1 Effective Date.

Compass Knowledge Group, LLC

By: 
Print Name: Daniel J. Devine
Title: CEO
Date: 1 JULY 2010

Ohio University

By: 
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 6.4.10

Statement of Work to Program Term Sheet #3

This Statement of Work (the “**Statement of Work**”) is an attachment to Program Term Sheet #3 for the Master of Engineering Management E-Learning Program (the “**Program Term Sheet**”) to the E-Learning Project Master Agreement (the “**Agreement**”) by and between Compass Knowledge Group, LLC (“**Company**”) and Ohio University (“**University**”). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in the Program Term Sheet and the Agreement.

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

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

- ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
- i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (1) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the Company's server, and the University will designate an email domain affiliated with this same web address; and (2) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.
- e) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
- f) **Marketing.** The University shall have final approval on all websites and promotional literature and collateral prepared and/or developed by the Company.
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.

- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the Executive Director of Lifelong and Distance Learning or his/her designee for the University.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet, subject to approval by the University.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
 - i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.

- iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to “Confidential Information” as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University’s philosophy and culture.
 - c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
 - i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.
 - d) **Instructional Services and Related Technology.** The Company shall be responsible for the following instructional design, technology, and support services.
 - i) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus and the operation of the E-Learning Project.
 - ii) **Assistance in Curriculum Development.** The Company shall coordinate activities related to scheduling, processing, assisting and coordinating deadlines with the University to achieve required outcomes, including templates and handbooks.
 - iii) **Instructional Design.** The Company shall provide instructional design consultation to Faculty to develop their E-Learning Program Courses.
 - iv) **Online Course Template and Orientation.** The Company shall design and develop the template for E-Learning Program Courses, and an orientation site to train Students and Faculty on the functionality of the course management system tools. The template and orientation site shall be approved by the Executive Director of Lifelong and Distance Learning or his/her designee for the University.

- v) **Courses Website Development.** The Company shall convert University Provided Material to the E-Learning Program Course website using the course management system software for new E-Learning Program Courses, and refreshment and updating of existing E-Learning Program Courses, with approval of the Faculty. E-Learning Program Course conversion shall be completed before the launch of each E-Learning Program Course.
- vi) **Multimedia Production.** The Company shall produce multimedia presentations as defined by the Faculty and the program directors.
- vii) **Faculty Training.** The Company shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).

Program Term Sheet #3

This Program Term Sheet #3 (the "Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Engineering Management --
2. **Effective Date:** The effective date is June 1, 2010
3. **Enrollment Term:** New Students may enter this E-Learning Program in Fall, Winter/Spring, and Summer (each, an "Enrollment Term") with an expected E-Learning Program start Enrollment Term of Fall 2010 - pending sufficient Student enrollments.
4. **Steering Committee Designees**
 - a. **For the University:** Dean, College of Engineering & Technology and Executive Director, Lifelong & Distance Learning or their duly appointed representatives
 - b. **For the Company:** President/Chief Academic Officer and Chief Operations Officer or their duly appointed representatives
5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of ten (10) years from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive ten (10) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
6. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Marketing section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program (the "Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due September 1, 2010.
7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:
 - a. Company Distribution: 60%

b. University Distribution 40%

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

N/A

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

a. Number of Unique Students: 150

b. Time Period for Maintaining Unique Students: The E-Learning Program must have met the minimum number of unique Students set forth above within two (2) calendar years after the first E-Learning Program Course enrollment in the E-Learning Program.

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

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

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

If to the University: Ohio University
105 Hanning Hall
Athens, OH 45701
Attn: Marsha Ham, Executive Director

With a copy to: Ohio University
155 Stocker Engineering Center
Athens, OH 45701
Attn: Dennis Irwin, Dean

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

Compass Knowledge Group, LLC

By: _____
Print Name: Daniel J. Divine
Title: CEO
Date: July 2010

Ohio University

By: Pam Benoit
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 6.4.10

Exhibit A-9 Program Term Sheet Master of Financial Economics Program

This Exhibit A-9 - Program Term Sheet (“Program Term Sheet”) is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (“Agreement”) by and between Embanet Compass Knowledge Group, Inc. (“Company”) and Ohio University (“University”). Embanet-Compass Knowledge Group Inc. (“Company”) is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Financial Economics.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an “Enrollment Term”) with an expected E-Learning Program’s initial enrollment term (“Initial Enrollment Term”) of Fall 2016, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. **For the University:** Vice Provost of eLearning and Strategic Partnerships, or other such duly appointed representatives.
 - b. **For the Company:** Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2016, the Term shall begin on the first day of the Fall 2016 term and end on the last day of the Summer 2023 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2017 or later, the Term shall begin on the first day of the Initial Enrollment Term and end seven (7) years from that date.
5. **Distribution of Instructional Fee Revenue:** Subject to Section 6 below addressing the distribution of Instructional Fee Revenue originating from Transfer Students, with respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (“Company Distribution”) and the University will receive the percentage of the Instructional Fees (“University Distribution”) as follows:
50% to Company and 50% to the University for the first 200 students enrolled per academic term; and;
45% to Company and 55% to University for the 201st student enrolled and above, per academic term.
6. **Distribution of Instructional Fee Revenue (Transfer Students):** The Distribution of Instructional Fee Revenues listed below shall apply to enrollments of (1) all University Students admitted into a University program outside the scope of the Agreement (“Non-Supported Program”) who either (a) transfer into this E-Learning Program or (b) enroll in one or more E-Learning Program Courses while remaining in a Non-Supported Program (collectively, “Inbound Transfer Students”) (2) all Company-recruited Students who either (a) transfer into a Non-Supported Program or (b) enroll in one or more courses in a Non-Supported Program while remaining in this E-Learning Program (collectively,

“Outbound Transfer Students”). Inbound Transfer Students and Outbound Transfer Students will be collectively referred to as “Transfer Students.” For all Instructional Fees originating from Transfer Students, the Company will receive as consideration for performing its duties with respect to the E-Learning program, the percentage of the Instructional Fees (“Company Distribution”) and the University will receive the percentage of the Instructional Fees (“University Distribution”) as follows: 20% to Company and 80% to University.

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

8. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled “E-Learning Program Termination”): Company may terminate an individual e-Learning Program, upon ninety (90) days prior written notice, any time twenty-four (24) months after the commencement of the applicable e-Learning Program if there are fewer than fifty (50) students enrolled in the e-Learning Program during any given semester.

9. **Program Per Credit Hour Tuition Rate:** Subject to the approval of the Ohio University Board of Trustees, University agrees to maintain a minimum program per credit hour tuition rate of seven hundred ninety five dollars (\$795) per credit hour for in-state students and eight hundred fourteen dollars (\$814) per credit hour for out-of-state students during the Term. The Parties acknowledge that the University may, in its discretion, charge this per credit hour rate by a combination of tuition and fees, and that such combination of tuition and fees shall be considered Instructional Fees, as defined in Section 2(k) of the Agreement, for purposes of computing the Company Distribution and University Distribution under this Term Sheet.

10. **Material Change in Program Attributes:** The University understands and acknowledges that Company has relied upon all of the Program-specific characteristics and attributes in effect as of the Effective Date (including the absence of an experiential learning requirement) set forth in this Term Sheet (the “Program Attributes”) remaining in effect for the entire Term in making its decision to enter into this Program Term Sheet. Company understands and acknowledges the University, as an accredited institution of higher learning, retains ultimate control over the Program Attributes. In the event the University wishes to institute a material change in any Program Attribute during the Term, the University shall inform Company of the proposed change and shall work together in good faith with Company to evaluate the effect of the proposed change on Program enrollments. In the event the University institutes the proposed change in a Program Attribute and Company determines that such change may adversely affect Program enrollments, Company may terminate this Term Sheet on ninety (90) days’ written notice to the University.

11. **Contacts and Addresses for Purposes of Notification under the Agreement:**

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn:
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
129 Haning Hall
Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below ("Effective Date").

Embanet-Compass Knowledge Group Inc.

Ohio University

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

By: Dan Bernt
Print Name: Dan Bernt
Title: Executive Vice President & Provost
Date: 12-22-15

By: John T. Goldstein
Print Name: John T. Goldstein
Title: Vice President, Business Affairs
Date: 12/21/15

Exhibit A-9
Program Term Sheet
Master of Financial Economics Program

This Exhibit A-9 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Embanet Compass Knowledge Group, Inc. ("Company") and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Financial Economics.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Fall 2016, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. For the University: Vice Provost of eLearning and Strategic Partnerships, or other such duly appointed representatives.
 - b. For the Company: Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2016, the Term shall begin on the first day of the Fall 2016 term and end on the last day of the Summer 2023 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2017 or later, the Term shall begin on the first day of the Initial Enrollment Term and end seven (7) years from that date.
5. **Distribution of Instructional Fee Revenue:** Subject to Section 6 below addressing the distribution of Instructional Fee Revenue originating from Transfer Students, with respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 50% to Company and 50% to the University for the first 200 students enrolled per academic term; and; 45% to Company and 55% to University for the 201st student enrolled and above, per academic term.
6. **Distribution of Instructional Fee Revenue (Transfer Students):** The Distribution of Instructional Fee Revenues listed below shall apply to enrollments of (1) all University Students admitted into a University program outside the scope of the Agreement ("Non-Supported Program") who either (a) transfer into this E-Learning Program or (b) enroll in one or more E-Learning Program Courses while remaining in a Non-Supported Program (collectively, "Inbound Transfer Students") (2) all Company-recruited Students who either (a) transfer into a Non-Supported Program or (b) enroll in one or more courses in a Non-Supported Program while remaining in this E-Learning Program (collectively,

“Outbound Transfer Students”). Inbound Transfer Students and Outbound Transfer Students will be collectively referred to as “Transfer Students.” For all Instructional Fees originating from Transfer Students, the Company will receive as consideration for performing its duties with respect to the E-Learning program, the percentage of the Instructional Fees (“Company Distribution”) and the University will receive the percentage of the Instructional Fees (“University Distribution”) as follows: 20% to Company and 80% to University.

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

8. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled “E-Learning Program Termination”): Company may terminate an individual e-Learning Program, upon ninety (90) days prior written notice, any time twenty-four (24) months after the commencement of the applicable e-Learning Program if there are fewer than fifty (50) students enrolled in the e-Learning Program during any given semester.

9. **Program Per Credit Hour Tuition Rate:** Subject to the approval of the Ohio University Board of Trustees, University agrees to maintain a minimum program per credit hour tuition rate of seven hundred ninety five dollars (\$795) per credit hour for in-state students and eight hundred fourteen dollars (\$814) per credit hour for out-of-state students during the Term. The Parties acknowledge that the University may, in its discretion, charge this per credit hour rate by a combination of tuition and fees, and that such combination of tuition and fees shall be considered Instructional Fees, as defined in Section 2(k) of the Agreement, for purposes of computing the Company Distribution and University Distribution under this Term Sheet.

10. **Material Change in Program Attributes:** The University understands and acknowledges that Company has relied upon all of the Program-specific characteristics and attributes in effect as of the Effective Date (including the absence of an experiential learning requirement) set forth in this Term Sheet (the “Program Attributes”) remaining in effect for the entire Term in making its decision to enter into this Program Term Sheet. Company understands and acknowledges the University, as an accredited institution of higher learning, retains ultimate control over the Program Attributes. In the event the University wishes to institute a material change in any Program Attribute during the Term, the University shall inform Company of the proposed change and shall work together in good faith with Company to evaluate the effect of the proposed change on Program enrollments. In the event the University institutes the proposed change in a Program Attribute and Company determines that such change may adversely affect Program enrollments, Company may terminate this Term Sheet on ninety (90) days’ written notice to the University.

11. **Contacts and Addresses for Purposes of Notification under the Agreement:**

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn:
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
129 Haning Hall
Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below ("Effective Date").

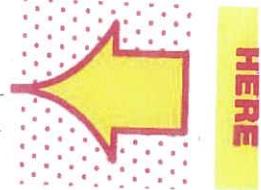
Embanet-Compass Knowledge Group Inc.

Ohio University

By: Todd A. Hitchcock
Print Name: Todd Hitchcock
Title: COO
Date: 01/07/2016

By: Pam Benoit
Print Name: Pam Benoit
Title: Executive Vice President & Provost
Date: 12-22-15

By: Susan Goldstein
Print Name: Susan Goldstein
Title: Vice President, MFE
Date: 12/21/15



MASTER SERVICES AGREEMENT**e-Learning Program**

This e-Learning Program Master Services Agreement (hereinafter the "Agreement") is entered into by and between Embanet ULC ("Embanet") and Ohio University (the "University") as of, and effective, this 30th day of May, 2008 ("Effective Date").

WHEREAS, Embanet is an e-Learning online educational services and solutions company that combines educational content, technology, and services to provide e-Learning programs for higher education and certain corporate training markets;

WHEREAS, the University is an educational institution which has content and instructional expertise in a wide range of disciplines and subject matter; and,

WHEREAS, the University wishes to retain Embanet to provide the University with the e-Learning programs and services described in, and subject to, this Agreement.

NOW THEREFORE, in consideration of their mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

For the purposes of this Agreement, the following definitions shall apply:

1.1 Definitions.

1.1.1 "Academic Director" means the representative from the University charged with overseeing and administering the performance of the University's obligations under this Agreement, including the delivery of Content to Embanet.

1.1.2 "Agreement" means this Agreement, as amended from time to time and all Schedules and exhibits attached hereto. Words such as "herein," "hereinafter," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

1.1.3 "Chief Development Officer" means the employee of Embanet who is assigned as Embanet's project manager for the purposes of this Agreement.

1.1.4 "Confidential Information" means all information that becomes known about one Party by the other hereunder, including without limiting the generality of the foregoing, all business, commercial, Intellectual Property, financial, personnel, administrative strategic planning, and student information.

1.1.5 "Content" means the academic course materials, Course content, and curriculum content for each Course that is provided by the University to Embanet pursuant to this Agreement, which may include e-Learning Program syllabus, Course outlines, Course schedules, readings, assignment guidelines,

power-point presentations, case studies, hard copy materials, audio tapes, video tapes and related computer software.

1.1.6 "Course" means an academic or training course with a set of assignments and activities within an e-Learning Program that is designed to fulfill a particular set of learning objectives within a specified period of time, and which shall include all Content concerning such e-Learning Program.

1.1.7 "Distance-Learning" means and includes any training, learning or educational activity via an "online" or electronic network or similarly connected electronic medium (whether by dedicated, closed-loop, Ethernet cable, satellite, telephone (cell, mobile, or land), BPN, Internet, optical fibre, broadcast, wireless, or any other media or electronic communication system) where multiple users can use simultaneously, including, without limitation, the Internet or intranets, for the broadcast, transmission or distribution, now known or hereafter developed, such training, learning or educational activity "Distance-Learning" does not include non-electronic and other traditional education via textbook/paper course materials or live classroom or similar face-to-face instruction.

1.1.8 "Effective Date" shall mean the date on which this Agreement shall be effective as first set forth in this Agreement.

1.1.9 "e-Learning Program" means a Distance-Learning Degree program pursuant to one or more e-Learning Program Term Sheets, and the associated Courses to be conducted by Embanet and the University pursuant to this Agreement.

1.1.10 "e-Learning Program Term Sheet" shall mean the existing or future document that specifies each e-Learning Program, and the associated terms, conditions and requirements, which the Parties wish to undertake pursuant to this Agreement, and that includes the number of courses that they wish to undertake as a part of each e-Learning Program the form and content subject matter of which is more specifically set out in Schedule A.

1.1.11 "Embanet's Intellectual Property" means all Intellectual Property (as defined below) that is combined or associated with, or incorporated into (or that is any part of), the Courses or otherwise a part of an e-Learning Program (including Content) by Embanet, whether originally conceived, created, developed, authored, or otherwise owned, by Embanet or by its affiliates, sub-Companies, licensors or others, including Embanet Corporation, pursuant to Sections 2.5 and 4.1.

1.1.12 "Enhancements" shall mean changes or additions, other than Maintenance Modification, to an e-Learning Program, Courses and related Documentation, including all new releases, that seek to further develop or improve an e-Learning Program.

1.1.13 "Faculty" means the persons who shall instruct, teach, and directly administer each Course.

1.1.14 "Gross Receipts" means the gross revenues that are collected from all student enrollments in the e-Learning Programs and Courses, less the following amounts incurred by the University or Embanet or their affiliates with respect to such sale: (a) trade, cash and quantity discounts or rebates actually allowed or taken; (b) credits or allowances given or made for rejection of, and for uncollectible amounts with respect to an e-Learning Program and Courses; (c) credit card fees paid to non-affiliates; (d) any taxes that are levied on the sale or performance of an e-Learning Program (including any tax such as value added or similar tax or government charge); and, (e) amounts payable to students who have been permitted to withdraw from Courses.

1.1.15 "Intellectual Property" shall mean and include: (i) all trademark rights, logos, trade dress, service marks, trade names and brand names, all registrations and applications thereof and all goodwill associated with the foregoing; (ii) all copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; , including moral rights and all similar rights to protect or preserve the integrity of a work or to be associated as the author of a work; (iii) all Patent Rights, patents and patent applications, and all international proprietary rights associated therewith; (iv) all industrial designs, integrated circuit topographies, mask works and mask work registrations; and, (v) all improvements, Enhancements, inventions, so-called "look & feel", graphic design elements, graphic user interface, order of operations, order of Content presentment and related configuration, ideas, concepts, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights.

1.1.16 "Maintenance Modifications" shall mean any modifications or revisions, other than Enhancements, to an e-Learning Program, Courses, Content or Documentation that correct errors, rectify omissions, support new releases of an e-Learning Program or provide other incidental updates and corrections.

1.1.17 "Parties" or individually, "Party" shall mean the entities entering into this Agreement, and their successors and permitted assigns.

1.1.18 "Patent Rights" means the rights and interests in and to issued patents and pending patent applications (which for purposes of this Agreement shall be deemed to include certificates of inventions and application for certificates of invention and priority rights) in any country, including all provisional applications, substitutions, continuations-in-part, divisions, and renewals, all letters patent granted thereon, and all reissues, reexaminations and extensions thereof and all supplementary protection certificates, whether owned or licensed by or to a Party.

1.1.19 "Steering Committee" means the committee of Embanet and the University representatives established pursuant to Article 14.

1.1.20 "Subject Matter Expert(s)" means individuals selected by the University who are experts in the subject matter of a Course or e-Learning Program, and who develop Content/provide multimedia ideas on his/her subject of expertise for incorporation into either such Courses or e-Learning Programs.

1.1.21 "Teaching Aids" means all web enhanced, multi-media technology and software used for the delivery and support of curriculum.

1.1.22 "Term" means the term of this Agreement as set forth in Article 10.1 hereof.

1.1.23 "Territory" means United States of America.

1.2 Headings.

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Except as expressly set out herein, references to an Article, Section or Schedule refer to the applicable Article, Section or Schedule to the main body of this Agreement and not to any Article, Section or any Schedule to this Agreement.

1.3 Meaning of Terms.

The Parties agree to the following interpretive terms and conditions:

- (i) words importing the singular number include the plural and vice versa and words importing gender include all genders in this Agreement;
- (ii) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing as amended, modified, replaced or supplemented from time to time, unless otherwise agreed to herein;
- (iii) reference to any statute or regulation or bylaw shall be deemed to be a reference to such statute or regulation or bylaw as amended, re-enacted or replaced from time to time, unless otherwise agreed to herein;
- (iv) time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences, but including the day on which the period ends; and,
- (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a business day, such payment shall be made or action taken on the next following business day.

1.4 Entire Agreement.

This Agreement, together with the Schedules, sets forth the entire agreement and understanding between the Parties and supersedes all prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement. The Parties shall not be bound by any other form of agreement, whether shrinkwrap, web-wrap or other electronic agreement or any contract of adhesion in connection with this Agreement. Each Party acknowledges that it is entering into this Agreement solely on the basis of the agreements and other provisions contained herein, and that it has not relied upon any representations, warranties, or inducements of any kind, whether oral or written, and from any source, other than those that are expressly contained within this Agreement. Each Party, respectively, acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

1.5 Implied Terms.

No implied representations, warranties, covenants, terms or obligations of any kind by, or on behalf of, either Embanet or the University shall arise from anything in this Agreement and only the express terms and conditions contained in this Agreement shall be binding upon Embanet and the University.

1.6 No Waiver.

No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either Party unless it is in writing and is signed by the Party giving it. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Notwithstanding Section 1.7, no failure on the part of either Party to exercise, and no delay in exercising, any right under

this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.7 Time of the Essence

The University's time obligations herein shall be of the essence in the performance of any obligation or duty to the extent any time requirements are specifically set out in this Agreement.

1.8 Currency.

All dollar amounts in this Agreement are expressed in the case of the United States of America.

1.9 Illegal Provisions.

If any covenant or provision contained in this Agreement is determined to be illegal, void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision and such illegal, void or unenforceable covenant or provision shall be modified, amended and/or changed in such a manner as to maintain the integrity of the Agreement and the Parties intent as evidenced hereby.

1.10 Schedules.

The following schedules are attached to and form part of this Agreement:

Schedule A – e-Learning Program Term Sheet (s)

ARTICLE 2
OBJECTIVES, DUTIES AND RESPONSIBILITIES OF EMBANET

Embanet shall be responsible for and shall provide, at its sole cost and expense unless otherwise expressly stated herein, the following obligations and services:

2.1 Development of e-Learning Program.

2.1.1 Embanet shall develop, create, operate and deliver the e-Learning Programs in accordance with the terms and conditions of this Agreement.

2.1.2 The University and Embanet agree that they shall work together and reasonably assist each other in the collaborative and joint development of the e-Learning Program based upon the University's Course requirements, including Content, curriculum and related materials.

2.2 e-Learning Program.

Based upon the collaborative assistance and cooperation of the University set out in Section 2.1 and in Article 3 of this Agreement, Embanet will develop, create and deliver to the University the e-Learning Program. Embanet will, through the direction of the Chief Development Officer, provide the University with commercially reasonable consulting assistance in this regard.

2.3 Technical Development of Courses.

Embanet will develop and create the on-line component of all Courses including instructional design, multimedia development, course uploading, and course/program hosting to established standards set by the Academic Director, as more particularly described in any mutually agreed to e-Learning Program Term Sheet. All Courses shall be developed and created by Embanet in accordance with the terms and conditions of the relevant and applicable e-Learning Program Term Sheet, including all Content requirements and specifications. Course activities that are related to media products, course structure and appearances (including graphic design, order of operations, so-called "look & feel", and page lay-out), duplication of such materials, repurposing of such information for the e-Learning Program, creating the e-Learning environment, dissemination of such materials to students, and providing surveys and assessments, shall all be subject to the prior approval of the University. Prior to the commencement of advertising and offering any Course to the general public, Embanet shall submit to the University, for approval as to quality and form, all Course materials prepared by the Parties and all promotional, packaging and advertising material associated therewith. The University shall, within five (5) days of such submission either reject or accept such Course materials in writing.

2.4 Embanet Duty.

Embanet represents, warrants and covenants that the performance of Embanet's obligations under Section 2.3 shall not infringe, breach, contravene, or otherwise misappropriate any Intellectual Property of third parties. Notwithstanding the foregoing, the University shall be solely responsible for securing all third party consents, authorizations, permissions, approvals, and licenses concerning the Content that are required for Embanet to perform such services.

2.5 Marketing.

2.5.1 Embanet will undertake commercially reasonable marketing efforts, subject to the nature of the e-Learning Program, and the Academic Director's review and prior written approval, to develop, promote, market and sell the e-Learning Programs throughout the Territory. To the extent expressly provided in each e-Learning Program Term Sheet, Embanet will manage, implement and be responsible for: (i) marketing and tracking the associated e-Learning Program databases; (ii) activities related to entry, coordination, tracking, and control of the associated e-Learning Program marketplace acceptance, size and probability; (iv) activities related to the execution of the associated e-Learning Program market research via direct mail, telephone surveys and other methods with specific benchmarks established periodically by the Embanet necessary to develop and execute marketing strategy; (v) dissemination of such print and electronic marketing materials; (vi) such database management of electronic and hardcopy mailing lists for secondary mailings; (vii) activities related to creation of script and management of telephonic contact with potential students for such e-Learning Programs; (viii) activities related to direct response marketing (which may include direct mail, trade publication advertising, Internet, telemarketing, inbound and outbound); and, (ix) public relations and attending trade shows related to such e-Learning Programs, subject to the approval of the University. The Parties agree and confirm that Embanet's performance of all such obligations as expressly provided and required in the relevant e-Learning Program Term Sheet shall be deemed to fully satisfy Embanet's commercially reasonable marketing efforts first set out in this Section 2.5.12.5.

2.5.2 The University agrees that, subject to the University's existing proprietary rights and interests in admitted students, any name, trade name, logo, domain names that are associated with the University's goodwill, brand indicia, trademark, service mark, Embanet shall own all right, title and interest in and to: (i) all student data and information in the marketing database as a result of Embanet's

marketing activities excluding admissions data and information relating to students admitted to the University (ii) all marketing copy, slogans, art work and related materials associated with any e-Learning Program marketing materials that are created and developed by Embanet; and, (iii) all web sites and web site content created and developed by Embanet for the marketing effort of e-Learning Programs ("Marketing Materials").

2.5.3 Embanet agrees that it shall not use the Marketing Materials for any purpose other than to market and promote the e-Learning Programs pursuant to this Section 2.5.

2.5.4 In the event that this Agreement is terminated for any reason, Embanet shall provide the University (subject to a royalty free, personal, non-transferable and non-exclusive license from Embanet to the University) with the right to use and reproduce all or any part of the tangible and material form of Marketing Materials that Embanet has created to promote the e-Learning Program, such as brochures, art work, and the hard copy manifestation of the e-Learning Program's website's marketing content, that have been produced and printed (material form) by Embanet as at the date of such termination.

2.6 Student Information.

Embanet shall receive and promptly respond to student requests for information, schedules and handouts. Embanet will provide a reasonable degree of general student support; however, all requests and questions related to any Course's academic issues shall be directly forwarded by Embanet to the University for the University's sole and direct response.

2.7 Technical support.

Embanet will provide the technical support to e-Learning Program students and Faculty concerning their access to, and use of, the Courses that are part of the e-Learning program.

2.8 Business Administration.

Embanet will manage the day-to-day business administration of the e-Learning Programs including the following: (i) activities related to initial contact, description of the e-Learning Programs, marketing, mailing of brochures, and notification of schedule; (ii) assistance for verification of receipt of information necessary for registration; (iii) activities related to notification of deadlines, e-mail updates, mailing of registration packets; (iv) verifications of receipt of information; and, (v) telephone support in the application process, processing of information, and receipt of necessary student documentation. Embanet will use its best efforts and in a timely manner electronically transfer all relevant information pertaining to applicants and student enrollments in the e-learning program (s).

2.9 e-Learning Program Accounting.

Embanet will be responsible for undertaking the financial services, transactions and for maintaining the accounting, with respect to e-Learning Program activities in accordance with Generally Accepted Accounting Practices in the United States of America to the extent such obligations are expressly set out and provided in each e-Learning Program Term Sheet, which may include, without limitation, the recording, tracking and paying all business vendors and suppliers associated with the e-Learning Program other than those business vendors and expenses for which the University is responsible.

2.10 e-Learning Program and Business Funding.

Each Party shall fund and be responsible for the payment of all costs and all expenses with respect to the performance of their respective duties, responsibilities and activities assigned to each Party in this Agreement unless otherwise specifically stated herein.

ARTICLE 3
OBLIGATIONS AND CONTRIBUTIONS OF THE UNIVERSITY

The University shall be responsible for and shall provide at its sole cost and expense (unless otherwise indicated in this Agreement) the following obligations and services:

3.1 e-Learning Program Term Sheet.

3.1.1 The University and Embanet shall use their reasonable efforts, on an expedited basis and in good faith, to propose, discuss, settle, agree to, execute and deliver such e-Learning Program Term Sheets as may be required after the Effective Date to more particularly define the e-Learning Program(s) that shall be subject to this Agreement, including all associated Course and Content requirements and specifications.

3.1.2 Once each e-Learning Program Term Sheet is agreed upon by each of the Parties, each e-Learning Program Term Sheet shall be signed by the Parties and shall become a part of this Agreement.

3.2 Content and Curriculum.

The University will be solely responsible for the development and timely delivery to Embanet of all Content. Academic programming and curriculum matters for all e-Learning Programs shall be the University's exclusive responsibility, and the University will make all decisions concerning each Course's curriculum and Content. The University shall exercise control over, and be exclusively responsible for, the Content and quality of the curriculum of the e-Learning Program. The University agrees that it shall undertake an annual review of each Course and that it shall provide all reasonably required improvements, revisions, additions, deletions and curriculum refreshment that may be required (whether due to information currency, discipline development, or any other reason related to Course quality and completeness).

3.3 Faculty.

The University will be responsible for the review of credentials, appointment and coordination of Faculty. The University acknowledges the close relationship of the quality of the Faculty and Content with the success of each e-Learning Program, and the University agrees that all Faculty shall have the experience, qualifications and expertise to perform their respective obligations in connection with each Course they are associated with and that the care, quality and performance of each Faculty shall be of a reasonably diligent and professional quality that is generally consistent with best academic and teaching practices for such academic programs in the United States. For greater certainty, employment or retainer (including all remuneration, benefits, statutory deductions and remittances) with respect to Faculty (and other employees or independent contractors of the University) are the sole responsibility of the University and Embanet shall have no obligations, responsibilities or duties whatsoever concerning same.

3.4 Academic Credit and Degree.

The University shall be responsible for assessing and granting all e-Learning Program accreditations, such as Course credits and degrees, to students whom the University determines have successfully completing an e-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such accreditation. For greater certainty, all Course and e-Learning Program student evaluations, performance assessments, and accreditation entitlements shall be the sole and absolute responsibility and discretion of the University.

3.5 Admissions.

The Academic Director is responsible for determining the student capacity of the e-Learning Program, including the number of students to be admitted, and the number of Course sections offered, in order to maintain the academic quality of each Course and the e-Learning Program. The University shall be responsible for all decisions regarding each Course's student admission and registration criteria.

3.6 Records.

The University will have the sole duty and responsibility to maintain all academic records in accordance with its existing contractual obligations with students, the University's policies and practices, and in compliance with all applicable laws and regulations. Upon the University's request, Embanet shall promptly provide the University with any academic records concerning this Agreement that are in Embanet's possession or under its control.

3.7 Licenses; Third Parties.

Without limiting Article 9 hereof, the University shall obtain and shall take all actions necessary to maintain, at its own expense, any authorizations, approvals, consents, permits and licenses from third parties that are necessary for Embanet to perform this Agreement, and as otherwise required to develop, deliver, manufacture, use, host, and commercialize the Content as contemplated by this Agreement, including the procurement of all information technology, Intellectual Property concerning the Content, and Embanet requires to perform this Agreement. Subject to the confidentiality obligations set forth herein, the University shall promptly provide to Embanet, upon Embanet's reasonable request, material information regarding the University's agreements with third parties that directly affect the e-Learning Programs and/or Embanet's rights to have access to, host, or to otherwise possess or use such things. The University shall promptly disclose to Embanet any Intellectual Property rights of Faculty associated with any Course (including Content) of which it becomes aware and which may adversely affect the ability of either Party to perform its obligations under this Agreement. Without limiting the foregoing, the University shall ensure that they have secured, in writing, all right, title and interest (whether by license or otherwise) from all Faculty for the University and Embanet to use the Content that is associated with each Course for the purposes of this Agreement. The University represents, warrants and covenants that the Content shall not infringe upon the Intellectual Property rights of any third party.

ARTICLE 4
LICENSE**4.1 License to Embanet.**

The University hereby grants to Embanet for the Term of this Agreement a non-exclusive license to use, modify, revise, augment, create derivative works of, develop, produce, reproduce, manufacture, distribute, host, perform, display, promote, advertise, sell, and otherwise exploit anywhere in the Territory the Content (and all other goods, things, information and information technology that the University shall provide Embanet pursuant to each e-Learning Program Term Sheet) for the purposes of this Agreement, including the hosting of e-Learning Programs, and the creation of either foreign language versions or new versions of the e-Learning Program. This license includes a license under all existing or future Content. ALL OTHER RIGHTS AND INTERESTS CONCERNING THE CONTENT ARE RESERVED BY THE UNIVERSITY.

4.2 License to The University.

Embanet hereby grants to the University for the Term of this Agreement a personal, non-transferable and non-exclusive license to use Embanet's Intellectual Property to develop, produce, reproduce, manufacture, distribute, perform, display, promote, advertise, sell, and otherwise exploit the e-Learning Programs that are produced pursuant to this Agreement, including any foreign language (direct translations) versions, but not for the purpose of creating or developing any derivative works or new versions of the e-Learning Program. For greater certainty, unless otherwise expressly agreed to in writing between the Parties, the University shall not (directly or indirectly) create, author, develop or produce any modifications, changes, revisions, adaptations, derivative works, alterations, deletions from, additions to, or customizations of all or any part of any Embanet property (including Embanet's Intellectual Property) or confidential information.

4.3 Embanet Course Contributions.

Embanet shall solely and exclusively own all right, title and interest in all Embanet Intellectual Property, whether same is created, authored, or developed pursuant to this Agreement or otherwise.

4.4 Rights to Content and Program.

4.4.1 Subject to Section 4.3, the University and/or the Faculty, shall retain all right, title, and interest in the Courses (including Content) and any derivative works, modifications, revisions, augmentations, or improvements that the University and/or Faculty makes or creates to the original Courses (including Content as well as trademarks, service marks and related goodwill associated with the e-Learning Program).

4.4.2 Embanet shall provide the University with a CD, DVD, or other mutually agreed upon media, containing all of the html codes for each completed Course on an annual basis. Embanet shall also provide the University with digital copies of student's e-portfolios and Course changes promptly as they are created and completed by Embanet.

4.5 Marking Provisions.

Without limiting Sections 4.1 and 12.2, the licenses granted by the University to Embanet hereunder are conditioned on Embanet's full and complete compliance with Embanet's compliance with all trademark, patent, and copyright laws of the United States and other countries in the Territory.

4.6 Moral Right Waivers.

The University shall secure the irrevocable written waiver of all moral rights of all authors (including Faculty) of all Content associated with the Courses and the e-Learning Program to the extent required to permit Embanet's unencumbered unfettered and unrestricted rights to perform, this Agreement. In the event that such moral rights waivers are not secured by the University, the University shall assume all risk, liability, damages, harm and related costs associated with any action, demand, suit or claim for any infringement or contravention of any such moral rights by Embanet.

ARTICLE 5
REMUNERATION**5.1 Service Fees.**

All full consideration for all of the obligations and services performed by Embanet pursuant to this Agreement, the University agrees to pay Embanet the service fees that are set out, and as calculable in, each applicable e-Learning Program Term Sheet (the "Service Fee").

5.2 Payment.

Except as otherwise provided in an applicable e-Learning Program Term Sheet, the University agrees that Embanet shall collect all e-Learning Program student fee payments on behalf of the University, and that Embanet shall deduct therefrom and retain all of the Service Fees owed to Embanet hereunder. Embanet shall provide the University with monthly written reports containing accurate, complete and current information concerning all such collections, deductions, and remittances by Embanet in accordance with this Article 7.

ARTICLE 6
AUDIT**6.1 Right to Audit.**

The University shall have the right, at the University's expense, to have a certified chartered accountant (the "Auditor") perform an audit (the "Audit") of Embanet's performance of its financial obligations to the University under Article 5, exercisable by at least 20 days prior written notice delivered to Embanet, including providing reasonable access to Embanet's relevant financial books, records and materials regarding each e-Learning Program's financial affairs. For greater certainty, any Audit shall only and strictly be conducted for the limited purpose of verifying the Service Fee that is payable by the University to Embanet hereunder, and for no other purpose whatsoever. Such audit shall not interfere with the conduct of Embanet's business operations. If a difference between the amount of the Service Fee payable to Embanet, as determined by any Audit to be greater than one percent (1%) or more than the

actual amount of Fees paid to Embanet for such period ("Significant Discrepancy") then such Significant Discrepancy shall be immediately repaid by Embanet to the University.

6.2 Embanet Under-Compensated.

In the event the Audit determines that Embanet has been under compensated by any amount for such Audit period, then the University shall immediately pay all such Service Fees that are due and payable for such Audit period.

6.3 Maintenance of Books and Records.

All books and records relative to the obligations hereunder shall be maintained and kept accessible and available to the Parties for inspection for at least two (2) years after termination of this Agreement.

ARTICLE 7
CONFIDENTIAL INFORMATION AND NON-COMPETITION

7.1 Confidentiality.

The University and Embanet each recognize that each other Party's Confidential Information constitutes highly valuable and proprietary confidential information. The University and Embanet each agree to keep confidential, and to contractually require its employees, consultants, affiliates and licensees and sublicensees to keep confidential, all Confidential Information of each other Party. Neither the University nor Embanet nor any of their respective employees, affiliates and licensees and sublicenses shall use Confidential Information of either other Party for any purpose whatsoever except as expressly permitted by this Agreement.

7.2 Notwithstanding Section 7.1, neither Party shall have any obligations of confidentiality with respect to Confidential Information in the following circumstances except to the extent that such information:

- (i) as of the date of disclosure is demonstrably known to the Party receiving such disclosure, as shown by written documentation, other than by virtue of a prior confidential disclosure to such Party or its affiliates;
- (ii) as of the date of disclosure is in, or subsequently enters, the public domain, through no fault or omission of the Party receiving such disclosure; or
- (iii) as of the date of disclosure or thereafter is obtained from a third party free from any obligation of confidentiality to the disclosing Party;
- (iv) is created or developed by a receiving Party, without use of the Confidential Information of the disclosing Party by persons who did not have access to the disclosing Party's Confidential Information; or
- (v) is required by applicable law, regulation or court order to be disclosed, following prior written notice to Party whose information is being disclosed.

7.3 Publicity.

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

7.4 Limitation On Disclosures.

Notwithstanding any provision in this Agreement, no Party shall be obligated hereunder to disclose to another Party any information which it is prohibited from disclosing by law or under any agreement with a third Party.

7.5 Prohibition On Hiring.

Neither Party shall, during term of this Agreement and for a period of one (1) year thereafter, hire or solicit any person who was employed by the other Party hereto or its affiliates during such period, whether such person is hired as an employee or consultant, unless authorized in writing by the other Party, or unless such person has not been employed by the other Party for at least 12 months prior to his or her hiring or solicitation. Advertisements of open positions which are directed to the general public will not constitute a violation of this provision.

7.6 Restrictive Covenant.

During the term of this Agreement, the University agrees, as a material condition of this Agreement, that it shall not use, commercially exploit, distribute, market, license, or otherwise allow any other person to use or have the benefit of, all or any part of, the e-Learning Program except solely and exclusively for the University's internal operations, and not in any manner that competes with any good or service Embanet commercially provides to other persons in the Distance-Learning market, whether as a service provider, host, application service provider (ASP), facility manager, service bureau, outsourcing service provider, or as a shared service.

ARTICLE 8 TERMINATION

8.1 Term.

This Agreement shall take effect as of the Effective Date and shall continue for ten (10) years, unless sooner terminated in accordance with the provisions of this Article 8.

8.2 Renewal.

This Agreement may be renewed for a period not to exceed ten (10) years by mutual written consent of the Parties. If a Party wishes to renew this Agreement, it will so notify the other Party at least

90 days prior to the expiration of the original Agreement. In the event mutual agreement for renewal is not reached at least 90 days prior to the expiration of the original agreement, and notice of mutual renewal is not delivered by either Party to the other within such 90-day period, the restrictive covenants in Section 7.5 shall terminate for the remaining term of the Agreement.

8.3 Termination.

8.3.1 Without limiting Section 8.2, this Agreement may be terminated in the following ways: (i) by mutual written consent of the University and Embanet; (ii) by one Party upon written notice to the other Party hereto in the event that (a) a Party has dissolved, ceased active business operations or liquidated, unless such dissolution, cessation or liquidation results from reorganization, acquisition, merger or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against another Party and, in the event such a proceeding has been brought against such Party, remains dismissed for a period of sixty (60) days, or an assignment has been made for the benefit of such Party's creditors or a receiver of such Party's assets has been appointed (a "Bankruptcy Event"); (iii) by one Party upon default of another Party hereto in the full and timely observance or performance of a material covenant or obligation under this Agreement, upon thirty (30) days prior written notice in the case of a payment breach and sixty (60) days' prior written notice in the case of any other such breach by the other Party, which notice shall specify the nature of the material default and the steps to be taken to cure such default; provided, however, that if such default is cured by the defaulting Party within such thirty (30) or sixty (60) day period, such notice of termination shall be deemed withdrawn, null and void and this Agreement shall not be terminated pursuant thereto; (iv) upon 120 days prior written notice given at anytime at least twenty-four (24) months after the Effective Date unilaterally by Embanet if there are fewer than an aggregate number of students enrolled in the e-Learning Programs as specified as the minimum student enrollment threshold in each applicable e-Learning Program Term Sheet during any given semester pursuant to the terms established in a e-Learning Program Term Sheet.

8.3.2 The University shall have the right to terminate this Agreement at any time after the completion of the fifth (5th) year of this Agreement upon one hundred and eighty (180) days prior written notice on the condition that, within one hundred and twenty (120) days after Embanet receives such notice, the University shall pay Embanet the compensation stipulated in Section 8.3.3 hereof

8.3.3 In the event the University terminates the agreement other than for cause, the University shall pay Embanet an amount equal to the sum of all unamortized direct costs and expenses incurred by Embanet to develop the e-Learning Program pursuant to this Agreement and the then (as at the termination date) present value of Embanet's reasonably expected revenues between such termination date and the expiration of the remainder of the term of the Agreement as defined in Article 10.1. Within thirty (30) days after the University provides notice of termination, the University and Embanet will mutually agree on an independent third party who both Parties agree will provide the final and binding written determination of such amount owed to Embanet within thirty (30) days of such retainer. The University and Embanet will equally share any fee paid to such independent third party. Within ninety (90) days after the University provides notice of termination, the expert will provide his/her determination of the amount owed to Embanet, which the University must pay within one hundred and twenty (120) days after Embanet receives notice of termination. However, after the expert determines the amount owed to Embanet and prior to the date the University's payment is due, the University may withdraw its termination of the Agreement and altogether avoid the payment to Embanet.

8.3.4 The compensation obligations of the University in Section 8.3.3 are compensatory and remedial only, and shall not constitute any penalty whatsoever. The Parties agree and confirm that such remedy constitutes liquidated damages to compensate Embanet for harm and losses that are not otherwise

determinable or calculable, and that the provisions of this Section 8.3 are fair and reasonable in the commercial circumstances of this Agreement and such provisions have been relied upon by Embanet as a material inducement to enter into this Agreement.

8.4 Termination Obligations.

Without limiting any other provisions of this Agreement, the Parties shall remain liable for all obligations and shall be entitled to all rights accruing prior to termination as well as those obligations and rights which survive the termination or expiration of this Agreement pursuant to Section 12.8. For greater certainty, the University shall pay Embanet all Service Fees earned prior to such expiration or termination of this Agreement, as well as all Service Fees that are subsequent to such termination or expiration that arise in connection with all students enrolled in any Courses as of the date of such expiration or termination for so long as such students remain enrolled in such Courses or re-enroll in such Courses.

8.5 Continuing Obligations and Teach-out.

Without limiting any other provisions of this Agreement, the Parties shall remain liable for all obligations accruing prior to termination, including without limitation Service Fees earned by Embanet. At the option of the University (to be exercised by written notice to Embanet), this Agreement shall remain in effect, to complete any Courses then in progress or as to which Course commitments to students have already been made, or to allow then-registered students to complete the e-Learning Program.

8.6 Other Relief.

8.6.1 If a Party to this Agreement fails to perform or otherwise breaches any of its material obligations under this Agreement, in addition to any right to terminate this Agreement, the non-defaulting Parties may elect to obtain other relief and remedies available under law.

8.6.2

ARTICLE 9 **REPRESENTATIONS, WARRANTIES AND COVENANTS**

9.1 University Representations.

The University represents, warrants and covenants to Embanet as follows:

- (i) **Organization.** The University is an institution of higher education created under the laws of the State of Ohio. The University has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform this Agreement in accordance with its terms.
- (ii) **No Legal Violation.** The performance of this Agreement by the University shall not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to this Agreement.

- (iii) **Binding Agreement.** This Agreement is a legal, valid and binding obligation of the University enforceable against it in accordance with its terms and conditions.
- (iv) **No Inconsistent Obligation.** The performance of this Agreement by the University shall not infringe, breach, contravene or detrimentally affect any other person's contractual, confidentiality or intellectual property rights, and the University does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of the University to perform all, or any part of, this Agreement (including permitting Embanet to take possession of, host, use, operate, maintain, or otherwise have access to any Course, Content, information technology, or information). The University is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would prevent, delay, interfere with, or otherwise impede the diligent and complete fulfillment of the University's obligations hereunder.

9.2 Embanet Representations.

- (i) **Organization.** Embanet is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its incorporation, is qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the performance of its Service obligations requires such qualification and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- (ii) **Authorization.** The execution, delivery and performance of this Agreement by Embanet shall not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.
- (iii) **Binding Agreement.** This Agreement is a legal, valid and binding obligation of Embanet enforceable against it in accordance with its terms and conditions.
- (iv) **No Inconsistent Obligation.** Embanet is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.
- (v) **Third Party Intellectual Property.** As at the Effective Date, Embanet has no actual knowledge that the performance of the Services by Embanet will infringe the Intellectual Property rights of any third party.

9.3 WARRANTY DISCLAIMER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY AGREES AND ACCEPTS THAT NO PARTY UNDER THIS AGREEMENT MAKES ANY REPRESENTATION, COVENANT, PROMISE, GUARANTEE OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER ASPECT OF THIS AGREEMENT AND HEREBY ABSOLUTELY DENIES AND DISCLAIMS SAME, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF SERVICES FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO ANY ASPECT OF THIS AGREEMENT.

ARTICLE 10
RISK MANAGEMENT

10.1 Insurance.

During the term of this Agreement, Embanet agrees to obtain and maintain insurance issued by a company authorized to provide insurance in the United States of America, in the following kinds and amounts:

10.1.1 Commercially reasonable worker's compensation and employer liability, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.

10.1.2 Insurance for bodily injury and property damage as listed below:

Commercial General Liability with:
\$1,000,000 per occurrence
\$1,000,000 personal injury
\$2,000,000 general aggregate
\$2,000,000 products/ completed operations aggregate

10.1.3 Commercial automobile insurance with coverage of \$1,000,000 Combined Single Limited Liability including hired and non-owned.

10.1.4 Upon the request of the University, Embanet shall confirm in writing to the University the existence of the insurance coverage that is required pursuant to this Section 10.1.

ARTICLE 11
STEERING COMMITTEE AND DISPUTE RESOLUTION

11.1 Steering Committee.

11.1.1 Subject to any express provisions of this Agreement, the general affairs and activities of the Parties and the development, supply, delivery and other activities related to the e-Learning Program as described herein shall be coordinated by a committee (the "Steering Committee") consisting of an equal

number (which number shall be two (2) unless the Parties otherwise agree) of representatives designated by Embanet and the University.

11.1.2 Steering Committee Designees. Each Party shall designate one of its representatives on the Steering Committee as its "Co-Chair". Each Party shall have the right at any time to substitute individuals, reasonably acceptable to the other Party, on a permanent or temporary basis, for any of its previously designated representatives to the Steering Committee, including its Co-Chair, by giving written notice thereof to the other Party.

11.1.3 Initial designees of the Parties to the Steering Committee shall be as follows: For Embanet: Co-Chair, President and CEO;

11.1.4 Planning Responsibilities. The Steering Committee shall monitor the e-Learning Program and coordinate key communications between the Parties. In particular, the Steering Committee shall review and approve the e-Learning Program and recommend necessary adjustments as the plans are carried out.

11.1.5 Dispute Resolution. In the event that the Steering Committee shall not be able to reach a decision or take an action on any matter and unable to resolve such matter after reasonable efforts to do so and after the passage of a reasonable period of time under the relevant circumstances, but in no event more than thirty (30) days, under this Section 11.1 then such matter shall be resolved in accordance with the procedures for resolving disputes under this Agreement as set forth in Section 11.2.

11.2 Executive Committee.

In the event of any dispute arising between the Parties in connection with this Agreement, the construction thereof, or the rights, duties or liabilities of either Party, an Executive Committee consisting of two representatives designated by each Party, which representatives shall include the CEO of Embanet and the designated representatives of the University shall confer by conference call within one week of a request by either Party and attempt to amicably resolve the dispute. In the event that the Executive Committee cannot resolve the dispute, the Parties agree to refer the matter to non-binding mediation, with the mediator to be chosen by the Parties upon mutual agreement at such time. The parties shall equally share the costs of such mediator and the process of mediation (provided that each party will be responsible for its own costs of preparing for and appearing before the mediator). The decision of the mediator will not be binding on the parties.

ARTICLE 12 **GENERAL PROVISIONS**

12.1 Relationship of the Parties.

The relationship between the Parties is limited solely to the activities, rights and obligations set forth in this Agreement. Nothing in this Agreement shall be construed: (i) to create or imply any joint venture, franchise, agency, employment or partnership relationship; (ii) to give any Party hereto the right to obligate or bind the other; (iii) to create any duties or obligations between the Parties except as expressly set forth herein; or, (iv) to grant any direct or implied licenses or any other right other than as expressly set forth herein. The Parties each agree and confirm that they are independent contractors as, and to the limited extent, set out in this Agreement.

12.2 Compliance with Law.

The Parties agree that this Agreement and all activities in any way relating to it shall be conducted in compliance with the specific state laws and regulations. Embanet agrees to materially comply with the University's policies with respect to privacy of educational records that are provided to Embanet in writing as at the Effective Date.

12.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its law governing conflict of laws. This Agreement contains the entire agreement between the Parties with respect to the matters set out herein and it supersedes in full all prior discussions, all other documents, and agreements between the Parties concerning the subject matter hereof. This Agreement may be amended, modified or supplemented only by a written document signed by an authorized representative of each Party.

12.4 Further Assurances.

The Parties agree to execute such other filings, registrations, agreements, certificates and documents, and the Parties will file record and publish such other certificates and documents, as may be necessary to perform this Agreement, and to comply with the requirements of applicable laws governing the formation and operation of this Agreement.

12.5 Notices.

Any notice to be given to the University or Embanet under the terms of this Agreement may be delivered personally, by telecopy, telex or other form of written electronic transmission, or by registered or certified mail, postage prepaid, and shall be addressed as follows:

If to Embanet: 225 Sparks Avenue, Toronto, ON Canada M2H 2S5
Phone: 416-494-6622 ext. 3159
Fax: 416-494-1891
Attention: Bart Levitt, Senior Vice-President

If to the University: Ohio University, Athens, Ohio 45701
Phone: 740-593-2551
Fax: 740-593-2867
Attention: Dr. Charlie Bird, Vice-Provost for University Outreach

A Party may hereafter notify another in writing of any change in address. Any notice shall be deemed duly given (i) when personally delivered, (ii) when telecopied, telexed or transmitted by other form of written electronic transmission (upon confirmation of receipt) or (iii) on the third day after it is mailed by registered or certified mail, postage prepaid, as provided herein.

12.6 Successors and Assigns.

This Agreement shall bind the Parties, their successors, heirs, personal representatives and assigns. Nothing herein contained shall affect any restrictions on transfer or assignments set forth elsewhere in this Agreement.

12.7 Counterpart Execution.

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

12.8 Survival.

Notwithstanding any provision herein to the contrary, the rights and obligations set forth in 1.3, 3.7, 8 and 9 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Ohio University

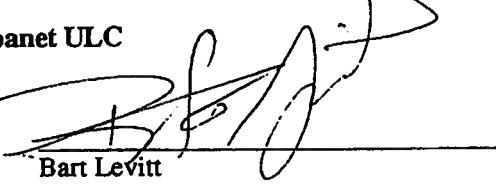
Per:

Kathy Krendl
Dr. Kathy Krendl
Executive Vice-President and Provost

Date: May 30, 2008

Embanet ULC

Per:


Bart Levitt
Senior Vice-President

Date: May 30, 2008

Schedule A

Program Term Sheet (s)

Ohio University

Programs Listed

1. Program Name – Masters of Health Administration – Approved May 30, 2008
2. Program Name
3. Program Name
4. Program Name

Embanet ULC- Ohio University

Program Term Sheet – e-Learning Program

1. **Degree Name:** Online Master of Health Administration (Program)
2. **Number of courses in the Program:** The following fifteen (15) courses/projects make up the Program
 - a. **Project 1 - Context of Leadership in the US Health Care System [Always first]** - In Project 1, students will acquire a panoramic view of US health care system structure, financing, and interaction with government with special attention to the impacts of managed care on the system. This framework provides a context for future learning. The project will also introduce participants to the OMHA learning methods and technology and to each other.
 1. 601 Introduction to the U.S. Health Care Delivery System Overview and analysis of the U.S. health services system, including an in-depth examination of how the system is organized, how services are delivered, and the mechanisms by which health care services are financed
 2. 653 Managed Care Overview and analysis of managed care, including an in-depth examination of contemporary managed care organizations and the relationship between such entities and providers. Designed to help students recognize and understand the key issues confronting administrators and managers working for and with managed care organizations.
 - b. **Project 2 - Financial Dimensions of Health Care Leadership** - In Project 2 students will select and use financial management concepts and tools (such as financial statement analysis, time value of money, cost analysis and rate-setting, budgeting, portfolio theory, asset pricing models, valuation methods, and cost of capital) that can sustain organizational viability and effectiveness under various financing and reimbursement structures.
 1. 621 Health Care Finance Prereq: ACCT 501. Explores financial administration processes within the various delivery systems and permits construction of the many financial reports.
 2. 622 Health Care Reimbursement Examines each of the payment systems in effect within each of the major groups of health care delivery systems, e.g., hospitals, nursing homes, home health programs, and so forth.
 - c. **Project 3 - Quantitative and Scientific Leadership Skills** - In Project 3, students will demonstrate statistical, research and epidemiological skills needed for health care leadership.
 1. 604 Research and Quantitative Methods for Health Services Research methods and investigation in health and health care systems. Topics and problems focus on the application of quantitative methods from the perspective of the health services manager attempting to maximize efficiency and effectiveness.
 2. 630 Epidemiology in Health Planning Constructs rational basis for setting priorities and allocating scarce health care resources. Examines ways in which methodologically sound health statistics can be introduced into practical arena of planning health services. Covers natural history of disease, classification of disease, levels of prevention, measurement of morbidity and mortality, causal inference, sources of health care data, description of epidemiology, and application of epidemiology to disease and injury.
 - d. **Project 4 - Health Care Law and Policy** - In Project 4, students will explore the relationships of health care and government, ranging from legal mandates to the formulation, analysis, and influence of health policy.
 1. 608 Health Policy Focuses upon the development of public policy in the health care arena. Integrates political institutions and levels of government in terms of health policy development and implementation.
 2. 628 Health Law 628 Health Law Introduction to health care law. Examines the interface between the legal system and the health care delivery system. Considers the roles and rights of the key players in the U.S. health care system: patients, administration, governing boards, state and federal government, third-party payors, and health care providers.

Embanet ULC- Ohio University Program Term Sheet – e-Learning Program

- e. **Project 5 - Leadership and Maximizing Human Capital** - In Project 5, students will apply principles of organization behavior and organization development to identify problems and propose solutions; manage change and conflict; lead stakeholders to common vision that manages quality of care and supports strategic goals; and optimizes the performance of a diverse workforce through leadership of human resource policies, processes, and practices.
 - 1. 603 Administration of Health Organizations and Systems (4) Structure, organization, and function of contemporary health care delivery organizations and systems with emphasis on managerial concepts and issues such as control, communication, leadership, and decision making.
 - 2. 635 Human Resource Management Within Health Care Practical aspects of human resource management within various health care settings. Helps prepare students to handle human resource management and development issues.
- f. **Project 6 - Evaluation and Technology In Health Care Administration** - In Project 6, students will assess administrative and clinical information technology structures and design evaluation methods to assess health and organizational outcomes, assess progress toward goals, and translate findings into improvement possibilities.
 - 1. 602 Information Systems for Health Services Overview and analysis of the technology, planning, and management issues associated with health care information systems, including the challenges of implementing information systems for managed care, integrated delivery systems, community health networks, and other applications.
 - 2. 610 Program Evaluation and Assessment in Health Care Introduces students to the activities of collecting, analyzing, and interpreting information so that they understand the program evaluation process. Includes a study of the resources needed to make assessments of and determine the need for, implementation of, and effectiveness/efficiency of intervention efforts in improving health care services.
- g. **Project 7 – Ethical Leadership and Strategic Planning [Always next to last project]** In Project 7, students will focus on development of market analysis and strategy that accomplish organizational mission and on elements of ethical leadership.
 - 1. 638 Strategic Planning and Marketing for Health Services Prereq: 630. Designed to give students an overview of the process of health services strategic planning and marketing. Explores community and health care program specific needs assessment, planning and marketing design, business scenarios, decision analysis, feasibility studies, implementation strategies and evaluation methods.
 - 2. 648 Ethical Issues in Health Care Examines the dominant ethical theories and applicable principles with respect to the current significant clinical and managerial issues in health care.
- h. **Project 8 – Leadership Applications [Always last project]** In Project 8, each student will define and develop a project related to current or anticipated job activities, applying program learning. Peer advisory groups will encourage continued collaborative learning.
 - 1. 660 Management Applications in Health Care Provides students with an opportunity for integrating classroom learning with the problems of the practice environment. Focuses on the application of administrative skills and concepts in terms of solving problems within health care organizations and systems.
 - 3. Per credit hour tuition rate: \$387
 - 4. Entry Points per Year: Four

Embanet ULC- Ohio University Program Term Sheet – e-Learning Program

5. Course Length: The University will deliver Courses/Projects within traditional ten-week quarters; and will take eight quarters for completion.
6. Total number of courses to be developed: Fifteen
7. Total number of projects to be delivered each year: Four
8. Number of courses being shared across concentrations: None
9. Course Development Fee: Embanet will pay the University \$10,000.00 for faculty members to serve as Subject Matter Experts (SME) for courses developed by Embanet for each course/project.
10. Instructor of Record Fee: Embanet will pay the University \$8,000.00 for a faculty member who serves as the Instructor of Record for a course enrollment up to one-hundred and fifty (150) students. When enrollment in a course exceeds 150, Embanet will pay the University for an additional Instructor of Record.
11. Facilitator Payment: Embanet will pay \$2000 for each University facilitator that facilitates a course up to twenty- five (25) students.

Responsible Parties/Contact Information:

Embanet ULC	Ohio University
Name: Bart Levitt	Name: Dr. Charles Bird
Title: Senior Vice-President	Title: Vice-Provost for University Outreach
Address: 225 Sparks Avenue Toronto, ON M2H 2S5	Address: Ohio University 206 Cutler Hall Athens, Ohio 45701
Phone: (416) 494-6622 ext 3519	Phone: 740-593-2551

Service Fee/Business Model (Section 5.1 of the Master Agreement)

Start	End	Embanet ULC Gross Enrollment %	Ohio University Gross Enrollment %
1	125	85%	15%
126	200	80%	20%
201+		75%	25%

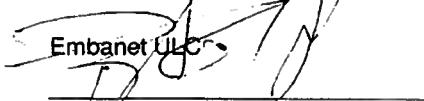
Notes to the e-Learning Term Sheet

1. Consistent with Section 1.1.14 entitled "Gross Receipts" and Section 5.1 entitled "Service Fees" in the Master Agreement, Embanet applies the Service Fee/Business Model above to each course on an individual level. The calculation is based on a current census of the student population taken five (5) days after the drop/add date. There is no historical carry forward of previous student population sizes, such that when computing the sharing of revenue for a particular course, the count starts at zero. For example, if Course 1 has 125 enrolments, revenue sharing is 85/15. If the same 125 students move on to Course 2 and an additional 200 students enroll; total course enrolment is 325 with revenue sharing as follows: 125 students at 85/15, 75 students at 80/20, 125 students at 75/25.

Embanet ULC- Ohio University Program Term Sheet – e-Learning Program

2. Consistent with the Master Agreement Section 1.1.14 " Gross Receipts", Embanet and the University will take a census five days after the end of the drop/add period. Not later than ten days after the drop/add period, payment for registered students in the course, Instructor of Record, Facilitator (s), and Subject Matter Expert (s) shall be made. Five days after the end of each semester, either Embanet or the University may conduct an audit as to registered students in the program with any outstanding monies owed to be paid not later than ten days after the end of each semester.
3. At the sole discretion of Embanet, this Program Term Sheet shall come into full effect, after the completion of a test market campaign that demonstrates positive results.
4. Tuition per credit is set on this program term sheet to be the same as the on campus tuition per credit. However, based on further market research Embanet may recommend a tuition revision.
5. In addition to the University's "Standard Application Fee" Embanet will assess an additional \$50.00 processing fee. Embanet will forward to the University, the University's "Standard Application Fee" paid by each student. Application Fees are not included as part of the Service Fee/Business Model
7. As part of the Program admission requirements, the University requires each prospective student to have completed an undergraduate course in Statistics, Accounting, and Management. During the admissions and recruiting process, Embanet will advise the prospective student of this requirement. If the student does not have, the three required courses, Embanet will inform the prospective student that the University will admit them as a provisional student; but prior to beginning the Program, they must complete the courses with an accredited university other than Ohio University. Prior to launching the Market Test, Embanet will work to identify an accredited university partner that will offer the three undergraduate courses. If and when the University develops the Statistics, Accounting and Management prerequisite courses for online delivery, Embanet will market the University's Statistics, Accounting and Management courses and students will enroll in these courses.

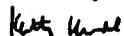
The parties hereby give approval to undertaking the development of the foregoing e-Learning Program.



Embanet ULC

Name: Bart Levitt
Title: Senior Vice-President
Date: May 30, 2008

Ohio University



Name: Dr. Kathy Krendl
Title: Executive Vice-President and Provost
Date: May 30, 2008

**ADDENDUM TO ONLINE MASTER OF HEALTH ADMINISTRATION PROGRAM TERM SHEET
("ADDENDUM")**

This Addendum amends the Online Master of Health Administration Program Term Sheet (the "Term Sheet") between Embanet ULC ("Embanet") and Ohio University ("University"), dated May 30, 2008.

The primary purpose of this Addendum is to amend the facilitator compensation rate for facilitators facilitating Project 8 – Leadership Applications.

1. Amendments to the Term Sheet. The Term Sheet is hereby amended as follows:

1.1 Section 11 of the Term Sheet is amended as follows:

11. Facilitator Payment:

- a) For Projects 1 through 7, Embanet will pay \$4,000 for each University facilitator that facilitates a project (\$2,000 per Course) with up to twenty-five students.
- b) For Project 8, Embanet will pay \$3000 for each University facilitator that facilitates a Course up to twenty-five students Inclusive of a \$1,000 premium facilitator payment (the "Project 8 Premium"). The University will be responsible for reimbursing Embanet the "Project 8 Premium".

1.2 Section 12 of the Term Sheet is hereby added:

12. Facilitator Duties for Project 8.

- a) Each facilitator who is hired to facilitate Project 8, will be employed by Embanet for 1.5 terms, the last five (5) weeks during which Project 7 is offered ("Stage One") and the entire term during which Project 8 is being conducted ("Stage Two").
- b) The facilitator's duties during Stage One will be to assist students to complete their Project 8 project plans and to approve the project plan during the last week of the term.
- c) The facilitator's duties during Stage 2 will include the duties typically expected of a facilitator as well as monitoring of student progress of an applied administrative project.

1.3 Section 13 of the Term Sheet is hereby added:

13. Discontinuance of Project 8.

Project 8 will be discontinued after the Spring 2014 term.

1.4 Section 8 of the notes section to the Term Sheet is hereby added:

- 8. Embanet will deduct the amounts owing by the University for the Project 8 Premium from the University's revenue share of student tuitions collected by Embanet.

2. General

- 2.1 **Currency.** All payments to facilitators are to be made in U.S. dollars.
- 2.2 **Definitions.** Unless otherwise stated in this Addendum, capitalized terms will have the same meanings as in the e-Learning Program Master Agreement between the two parties.
- 2.3 **Full Force and Effect of Term Sheet.** All other provisions of the Term Sheet remain unchanged and in full force and effect. This Addendum amends the Term Sheet and both will be read together and constitute one agreement. If there is a conflict between any provision of this Addendum and the Term Sheet, the relevant provision of the Addendum prevails.

Ohio University

Marsha Ham 6/21/10

Marsha Ham
Executive Director
Ohio University
Date:

Embanet ULC

Philip Kim

Philip Kim
Vice President and Corporate Controller
Embanet ULC
Date: June 25/10



**AMENDMENT 2 TO
EMBANET ULC – OHIO UNIVERSITY
MHA PROGRAM TERM SHEET**

THIS AMENDMENT 2 TO EMBANET ULC – OHIO UNIVERSITY MHA PROGRAM TERM SHEET (“Amendment 2”) is entered into by and between Embanet ULC (“Embanet-Compass”) and Ohio University (“University”), effective as of the first day of the Fall 2012 term (“Effective Date”). Embanet-Compass and the University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into the Embanet ULC – Ohio University Program Term Sheet – e-Learning Program effective May 30, 2008 (“Program Term Sheet”), for the University’s Master of Health Administration Program (“Program”), pursuant to the Master Services Agreement between the Parties effective May 30, 2008 (“Agreement”);

WHEREAS, the Parties previously amended the Program Term Sheet by means of the Addendum to Online Master of Health Administration Program Term Sheet effective June 25, 2010 (“Amendment 1”);

WHEREAS, the Parties desire to further amend the Program Term Sheet on the terms and conditions set forth in this Amendment 2;

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

1. Section 10 of the Program Term Sheet is amended by striking “\$8,000.00” and inserting “\$11,200.00” in lieu thereof.
2. Section 11(a) of the Program Term Sheet is amended to provide in its entirety as follows:

“11. Facilitator Payment: (a) Except as provided in Section 11(b), Embanet will pay \$2,800.00 for each University facilitator who facilitates a course section up to twenty-five (25) students.”
3. Sections 11(b) and 12 are stricken in their entirety effective as of the end of the Fall 2012 term. The Parties acknowledge and agree that Sections 11(b) and 12 shall apply to Project 8 facilitators engaged by the University for the Fall 2012 term.
4. Section 13 of the Program Term Sheet is amended by striking “Spring 2014 term” and inserting “Fall 2012 term” in lieu thereof.
5. Section 5 of the “Notes to the e-Learning Term Sheet” is stricken in its entirety effective as of July 26, 2012.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Amendment 2 on the date of the last signature below, effective as of the Effective Date, except as otherwise expressly provided herein.

Embanet ULC

By: _____
Print Name: Philip Kim
Title: Vice President and Controller
Date: _____

Ohio University

By: _____
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: _____

By: _____
Print Name: Stephen Golding
Title: CFO and Vice President of Administration
Date: _____

Pearson Online Learning Services

Exhibit A-8 Program Term Sheet Master of Public Administration Program

This Exhibit A-8 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Public Administration, initially with three concentrations: 1. Strategic Leadership (Public Management), 2. Sustainability (Energy, Economics and the Environment and 3. Social Entrepreneurship (Nonprofit Management). The addition or removal of concentrations shall be mutually determined by the parties hereto.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Fall 2016, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. For the University: Vice Provost of eLearning and Strategic Partnerships, or other such duly appointed representatives.
 - b. For the Company: Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2016, the Term shall begin on the first day of the Fall 2016 term and end on the last day of the Summer 2024 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2017 or later, the Term shall begin on the first day of the Initial Enrollment Term and end eight (8) years from that date.
5. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 50% to Company and 50% to the University.
6. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A
7. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled "E-Learning Program Termination"): Company may terminate an individual e-Learning Program, upon ninety (90) days prior written notice, any time twenty-four (24) months after the commencement of the applicable e-Learning Program if there are fewer than one hundred (100) students enrolled in the e-Learning Program during any given semester.

8. **Maximum Number of Students:** During the initial Enrollment Term, a maximum of twenty five ("25") total students shall be enrolled in the E-Learning Program; during the second Enrollment Term a maximum of seventy five ("75") total students shall be enrolled in the E-Learning Program. For any subsequent Enrollment Term, a maximum of two hundred fifty ("250") total students may be enrolled in the E-Learning Program. Upon the mutual agreement of the parties hereto, the parties may increase the maximum number of students listed in this section.

9. **Program Per Credit Hour Tuition Rate:** Subject to the approval of the Ohio University Board of Trustees, University agrees to maintain a minimum program per credit hour tuition rate of eight hundred dollars (\$800) per credit hour for in-state students and eight hundred nineteen dollars ("\$819") for out-of-state students during the Term. The Parties acknowledge that the University may, in its discretion, charge this per credit hour rate by a combination of tuition and fees, and that such combination of tuition and fees shall be considered Instructional Fees, as defined in Section 2(k) of the Agreement, for purposes of computing the Company Distribution and University Distribution under this Term Sheet.

10. **Material Change in Program Attributes:** The University understands and acknowledges that Company has relied upon all of the Program-specific characteristics and attributes set forth in this Term Sheet (the "Program Attributes") remaining in effect for the entire Term in making its decision to enter into this Program Term Sheet. Company understands and acknowledges the University, as an accredited institution of higher learning, retains ultimate control over the Program Attributes. In the event the University wishes to institute a material change in any Program Attribute during the Term, the University shall inform Company of the proposed change and shall work together in good faith with Company to evaluate the effect of the proposed change on Program enrollments. In the event the University institutes the proposed change in a Program Attribute and Company determines that such change may adversely affect Program enrollments, Company may terminate this Term Sheet on ninety (90) days' written notice to the University.

11. **Contacts and Addresses for Purposes of Notification under the Agreement:**

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: _____
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
129 Haning Hall

Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below.

Embanet-Compass Knowledge Group Inc.

Ohio University

By: _____
Print Name: _____

By: 
Print Name: Pam Beriot

Title: _____
Date: _____

Title: Executive Vice President + Provost
Date: 12-22-15

By: Stephen T. Gaskins
Print Name: Stephen T. Gaskins
Title: Vice Pres. Finance & Admin.
Date: 12/21/15

Exhibit A-8
Program Term Sheet
Master of Public Administration Program

This Exhibit A-8 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Public Administration, initially with three concentrations: 1. Strategic Leadership (Public Management), 2. Sustainability (Energy, Economics and the Environment and 3. Social Entrepreneurship (Nonprofit Management). The addition or removal of concentrations shall be mutually determined by the parties hereto.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A. and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Fall 2016, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. **For the University:** Vice Provost of eLearning and Strategic Partnerships, or other such duly appointed representatives.
 - b. **For the Company:** Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2016, the Term shall begin on the first day of the Fall 2016 term and end on the last day of the Summer 2024 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2017 or later, the Term shall begin on the first day of the Initial Enrollment Term and end eight (8) years from that date.
5. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 50% to Company and 50% to the University.
6. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A
7. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled "E-Learning Program Termination"): Company may terminate an individual e-Learning Program, upon ninety (90) days prior written notice, any time twenty-four (24) months after the commencement of the applicable e-Learning Program if there are fewer than one hundred (100) students enrolled in the e-Learning Program during any given semester.

8. **Maximum Number of Students:** During the initial Enrollment Term, a maximum of twenty five ("25") total students shall be enrolled in the E-Learning Program; during the second Enrollment Term a maximum of seventy five ("75") total students shall be enrolled in the E-Learning Program. For any subsequent Enrollment Term, a maximum of two hundred fifty ("250") total students may be enrolled in the E-Learning Program. Upon the mutual agreement of the parties hereto, the parties may increase the maximum number of students listed in this section.

9. **Program Per Credit Hour Tuition Rate:** Subject to the approval of the Ohio University Board of Trustees, University agrees to maintain a minimum program per credit hour tuition rate of eight hundred dollars (\$800) per credit hour for in-state students and eight hundred nineteen dollars ("\$819") for out-of-state students during the Term. The Parties acknowledge that the University may, in its discretion, charge this per credit hour rate by a combination of tuition and fees, and that such combination of tuition and fees shall be considered Instructional Fees, as defined in Section 2(k) of the Agreement, for purposes of computing the Company Distribution and University Distribution under this Term Sheet.

10. **Material Change in Program Attributes:** The University understands and acknowledges that Company has relied upon all of the Program-specific characteristics and attributes set forth in this Term Sheet (the "Program Attributes") remaining in effect for the entire Term in making its decision to enter into this Program Term Sheet. Company understands and acknowledges the University, as an accredited institution of higher learning, retains ultimate control over the Program Attributes. In the event the University wishes to institute a material change in any Program Attribute during the Term, the University shall inform Company of the proposed change and shall work together in good faith with Company to evaluate the effect of the proposed change on Program enrollments. In the event the University institutes the proposed change in a Program Attribute and Company determines that such change may adversely affect Program enrollments, Company may terminate this Term Sheet on ninety (90) days' written notice to the University.

11. **Contacts and Addresses for Purposes of Notification under the Agreement:**

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: _____
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
129 Haning Hall

Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below.

Embanet-Compass Knowledge Group Inc.

Ohio University

By: 
Print Name: Todd Hitchcock

By: 
Print Name: Pam Benoit

Title: COO
Date: 01-07-2016

Title: Executive Vice President & Provost
Date: 12-22-15

By: Stephen T. Gaskins
Print Name: Stephen T. Gaskins
Title: Vice Pres. Finance & Admin.
Date: 12/21/15

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Exhibit A-6
Program Term Sheet
Master of Science in Civil Engineering Program

This Exhibit A-6 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Science in Civil Engineering, initially with three tracks: Structural, Transportation and Environmental Engineering. The University may add or remove concentrations in its discretion.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Fall 2013, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. **For the University:** Dean of the Russ College of Engineering and Technology and the Vice Provost of eLearning and Strategic Partnerships, or their duly appointed representatives.
 - b. **For the Company:** Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2013, the Term shall begin on the first day of the Fall 2013 term and end on the last day of the Spring 2020 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2014 or later, the Term shall begin on the first day of the Initial Enrollment Term and end seven (7) years from that date.
5. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$37,500 to launch the E-Learning Program ("Launch Fee"). One half of the Launch Fee (\$18,750) will be due upon commencement of the marketing activities and the remainder (\$18,750) will be due upon the first day of the Initial Enrollment Term.
6. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 63% to Company and 37% to the University.
7. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A

8. . Minimum Number of Students and Time Period(s) (as defined in Section 9(b)(ii) entitled "E-Learning Program Termination"): 150 students within two (2) calendar years after the commencement date of the Term.

9. Contacts and Addresses for Purposes of Notification under the Agreement:

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: Patrick Donoghue, CFO
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
312 Cutler Building
Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below.

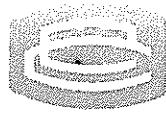
Embanet-Compass Knowledge Group Inc.

By: _____
Print Name: Steve Fireng
Title: CEO
Date: 2/18/13

Ohio University

By: P. Benoit
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 2/13/13

By: S. Golding
Print Name: Stephen Golding
Title: CFO and Vice President of
Administration
Date: 2/13/13



**Statement of Work #1
to Program Term Sheet A-6
Master of Science in Civil Engineering Program**

This Statement of Work #1 ("Statement of Work") is an attachment to Exhibit A-6 - Program Term Sheet for the Master of Science in Civil Engineering Program ("Program Term Sheet") to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement"), by and between Embanet-Compass Knowledge Group Inc. ("Company") and Ohio University ("University"). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credentials essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation, and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.

- e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.
3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.
- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
- ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
- ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
- iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning

Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
 - i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
 - i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the

Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.

- e) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
- 4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
 - a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy. All market research findings, marketing strategy, and marketing execution tactics (including media mix, marketing costs, and performance results) are proprietary and will not be shared with the University.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the Steering Committee and the Executive Director of Lifelong and Distance Learning or his/her designee for the University.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.

- vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet, subject to approval by the University.
- viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include welcome calls, check-in calls, and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.

- iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
- d) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
- e) **Course Development.** The Company will develop and create the online component of all e-Learning Program Courses including instructional design, multimedia development, course uploading, and course/program hosting as may be required by the University to established standards set mutually by the University and the Company.
- i) **Specifications.** e-Learning Program Courses shall be developed and created by the Company in accordance with the following requirements:
- 1) **e-Learning Program Courses:** The following 19 courses make up the 32 credit hour Master of Science in Civil Engineering (includes 5 unique courses for the Environmental specialization, 3 unique courses for the Structural specialization, and 2 unique courses for the Transportation specialization) program:

Courses	Content Area	Pre/Co-Requisite	Credit Units
CE 5200 Finite Elements	Core	None	3
EMGT 6010 Engineering Writing	Core	None	3
EMGT 6300 Project Management	Core	None	4
CE 6915 Seminar	Core	None	1
CE 5170 Construction Planning and Scheduling	Environmental Structural Transportation	None	3
CE 6500 Chemical Fate and Transport	Environmental	None	3
CE 6550 Advanced Water Treatment	Environmental	None	3
CE 6560 Advanced Wastewater Treatment	Environmental	None	3
CE 5430 Open Channel Hydraulics	Environmental	None	3
CE 6530 Environmental Geotechnology	Environmental	None	3
CE 5350 Advanced Steel Design	Structural	None	3
CE 5380 Prestressed Concrete Design	Structural	None	3
CE 6320 Structural Dynamics	Structural	None	3
CE 5830 Pavement Design	Structural Transportation	None	3
CE 6340 Bridge Engineering	Structural Transportation	None	3

CE 6620 Transportation Design	Structural Transportation	None	3
CE 6630 Highway Safety and Risk Assessment	Transportation	None	3
CE 6670 Traffic Parameters	Transportation	None	3
CE 6610 Environmental Analysis of Transportation Systems	Environmental Transportation	None	3

- 2) **Total Number of Courses to be Developed:** 17 (17 are new courses; 2 courses already exist with current engineering management program at OU)
- 3) **Total Number of Existing Online Courses:** 2 (17 are new courses; EMGT 6010 and EMGT 6300 already exist with current engineering management program at OU)
- 4) **Total Number of Courses to be Delivered Each Year:** 12 (at full program development)
- 5) **Total Number of Course Carousels:** 1
- 6) **Number of Courses Being Shared across Concentrations:** 10
- 7) **Course Length:** 15 weeks
- 8) **Current Learning Management System (LMS) Utilized:** Blackboard
- 9) **LMS to be Utilized During e-Learning Program Term:** Blackboard
- ii) **Course Development Schedule.** The Company will work with the key members of the University faculty to create a design and development schedule for the development of e-Learning Program Courses in the form of “Appendix 1.” Appendix 1 must be finalized at least six (6) months prior to the launch of the first e-Learning Program Course. In the event that Appendix 1 is not finalized at least six (6) months prior to the launch of the first e-Learning Program Course, the Program launch will be postponed. Both the University and the Company will work to achieve the defined timelines for the development of e-Learning Program Courses.
- iii) **Subject Matter Experts.** The University shall be responsible for the engagement and compensation of any subject matter expert necessary to provide the Company with course content.
- iv) **University Approval.** Course activities that are related to media products, course structure and appearances including graphic design, order of operations, so-called “look & feel,” and page lay-out, duplication of such materials, repurposing of such information for the e-Learning Program, creating the e-learning environment, dissemination of such materials to students, and providing surveys and assessments, shall be subject to the prior approval of the University.
- f) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

Appendix 1: Course Development Schedule



Exhibit A-7
Program Term Sheet
Master of Science in Electrical Engineering Program

This Exhibit A-7 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Science in Electrical Engineering, initially with two tracks: a general track and a track in Avionics. The University may add or remove concentrations in its discretion.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Fall 2013, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. **For the University:** Dean of the Russ College of Engineering and Technology and the Vice Provost of eLearning and Strategic Partnerships, or their duly appointed representatives.
 - b. **For the Company:** Managing Director and the Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** If the e-Learning Program has an Initial Enrollment Term of Fall 2013, the Term shall begin on the first day of the Fall 2013 term and end on the last day of the Spring 2020 term. If the e-Learning Program has an Initial Enrollment Term of Spring 2014 or later, the Term shall begin on the first day of the Initial Enrollment Term and end seven (7) years from that date.
5. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$37,500 to launch the E-Learning Program ("Launch Fee"). One half of the Launch Fee (\$18,750) will be due upon commencement of the marketing activities and the remainder (\$18,750) will be due upon the first day of the Initial Enrollment Term.
6. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 63% to Company and 37% to the University.
7. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A

8. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled "E-Learning Program Termination"): 150 students within two (2) calendar years after the commencement date of the Term.

9. **Contacts and Addresses for Purposes of Notification under the Agreement:**

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: Patrick Donoghue, CFO
Fax: (416) 494-1891

If to the University: Ohio University
Attn: Deb Gearhart, Vice Provost for eLearning & Strategic
Partnerships
312 Cutler Building
Athens, OH 45701
Tel: (740) 593-2889

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below.

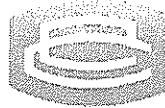
Embanet-Compass Knowledge Group Inc.

By: _____
Print Name: Steve Fireng
Title: CEO
Date: 2/10/13

Ohio University

By: P.B.
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: 2/13/13

By: S.G.
Print Name: Stephen Golding
Title: CFO and Vice President of
Administration
Date: 2/13/13



**Statement of Work #1
to Program Term Sheet A-7
Master of Science in Electrical Engineering Program**

This Statement of Work #1 (“Statement of Work”) is an attachment to Exhibit A-7 - Program Term Sheet for the Master of Science in Electrical Engineering Program (“Program Term Sheet”) to the E-Learning Project Master Agreement entered into as of July 1, 2008 (“Agreement”), by and between Embanet-Compass Knowledge Group Inc. (“Company”) and Ohio University (“University”). Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

1. **Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credentials essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
2. **Mutual Obligations.**
 - a) **Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) **Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation, and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) **Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) **Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.

- e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.
3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.
- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
- ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
- ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
- iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning

Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
 - i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
 - i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the

Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.

- e) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
- 4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
 - a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy. All market research findings, marketing strategy, and marketing execution tactics (including media mix, marketing costs, and performance results) are proprietary and will not be shared with the University.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines in its discretion to undertake, subject to the approval of the Steering Committee and the Executive Director of Lifelong and Distance Learning or his/her designee for the University.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.

- vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet, subject to approval by the University.
- viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include welcome calls, check-in calls, and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.

- iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
- d) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
- e) **Course Development.** The Company will develop and create the online component of all e-Learning Program Courses including instructional design, multimedia development, course uploading, and course/program hosting as may be required by the University to established standards set mutually by the University and the Company.
- i) **Specifications.** e-Learning Program Courses shall be developed and created by the Company in accordance with the following requirements:
- 1) **e-Learning Program Courses:** The following 16 courses make up the total 36 credit hour Master of Science in Electrical Engineering (includes 4 unique courses for the avionics concentration and 4 unique courses for the generalist track) program:

Courses	Content Area	Carousel
EMGT 6010 Engineering Writing	General	Foundation
EE 5003 Computational Tools for Engineers	General	Foundation
EE 5183 Micro Nano Fabrication	Devices	Core (Breadth)
EE 5403 Microwave Theory and Devices	Antenna	Core (Breadth)
EE 5673 Embedded Systems	Computer Engineering	Core (Breadth)
EE 5713 Communication Engineering	Systems and Signal Processing	Core (Breadth)
EE 6283 State Space Methods in Control	Systems and Signal Processing	Core (Breadth)
EE 5853 Electronic Navigation Systems	Electronic Navigation Systems	Core (Breadth)
EE 6033 Inertial Navigation System	Electronic Navigation Systems	Track of Study Avionics
EE 6053 Satellite Based Navigation Systems	Avionics and Navigation Systems	Track of Study Avionics
EE 6063 Integrated Navigation Systems	Avionics and Navigation Systems	Track of Study Avionics
EE 6083 Aviation Standards and Software Design Certification	Avionics and Navigation Systems	Track of Study Avionics
EE 5143 Design of Digital Circuits	Computer Engineering	Track of Study EE
EE 5313 Optoelectronics and Photonics	Devices	Track of Study EE

EE 5683 Computer Architecture	Computer Engineering	Track of Study EE
EE 6713 Digital Signal Processing	Systems and Signal Processing	Track of Study EE

- 2) **Total Number of Courses to be Developed:** 15 (15 are new courses; 1 course already exists with current engineering management program at OU)
- 3) **Total Number of Existing Online Courses:** 1 (EMGT 6010 course exists in the current engineering management program at OU)
- 4) **Total Number of Courses to be Delivered Each Year:** 24 (8 each semester at full program development)
- 5) **Total Number of Course Carousels:** 4 (2 of which represent concentration/track carousels)
- 6) **Number of Courses Being Shared across Concentrations:** 8
- 7) **Course Length:** 15 weeks
- 8) **Current Learning Management System (LMS) Utilized:** Blackboard
- 9) **LMS to be Utilized During e-Learning Program Term:** Blackboard
- ii) **Course Development Schedule.** The Company will work with the key members of the University faculty to create a design and development schedule for the development of e-Learning Program Courses in the form of "Appendix 1." Appendix 1 must be finalized at least six (6) months prior to the launch of the first e-Learning Program Course. In the event that Appendix 1 is not finalized at least six (6) months prior to the launch of the first e-Learning Program Course, the Program launch will be postponed. Both the University and the Company will work to achieve the defined timelines for the development of e-Learning Program Courses.
- iii) **Subject Matter Experts.** The University shall be responsible for the engagement and compensation of any subject matter expert necessary to provide the Company with course content.
- iv) **University Approval.** Course activities that are related to media products, course structure and appearances including graphic design, order of operations, so-called "look & feel," and page lay-out, duplication of such materials, repurposing of such information for the e-Learning Program, creating the e-learning environment, dissemination of such materials to students, and providing surveys and assessments, shall be subject to the prior approval of the University.
- f) **E-Learning Consultation.** The Company shall make available reasonable e-learning consultation and assistance to the program directors, the Faculty, and their staff at all reasonable times throughout the Term of the Program Term Sheet in carrying out their duties and responsibilities in connection with the E-Learning Program, the prospectus, and the operation of the E-Learning Project.

Appendix 1: Course Development Schedule

Course	Faculty (required for 1st two semesters of courses)	Begin Development	Final Content Delivery Date	Date First Offered	Instructor Sign Off Date

E-LEARNING PROJECT MASTER AGREEMENT

This E-Learning Project Master Agreement is entered into as of July 1, 2008 (the "Execution Date") by and between Compass Knowledge Group, LLC ("Company") and Ohio University ("University").

1. INTRODUCTION

The University and the Company have entered into this Agreement for the purpose of marketing, promoting, and delivering e-learning program(s) to students of the University.

2. DEFINITIONS

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

- i. "Faculty" means the individuals who are appointed by the University to administer the E-Learning Program Courses, and who may be full time or adjunct personnel.
- j. "FERPA" means the Family Education Rights and Privacy Act of 1974 (as amended).
- k. "Instructional Fees" mean the gross collections received by a Party related to the registration and delivery of each E-Learning Program and its E-Learning Program Courses pursuant to this Agreement (e.g., matriculation fees, Student tuition, technology fee, etc.). To the extent not already deducted from the gross collections received by a Party, the following items shall not be included in the calculation of Instructional Fees: discounts, refunds, credits, rebates, uncollectible amounts, and application fees.
- l. "Intellectual Property Rights" mean: (i) all trademarks, trade dress, service marks, trade names and brand names; (ii) all copyrights, copyright registrations and copyright applications; (iii) all patents and patent applications; (iv) all contracts or agreements granting any right, title, license, or privilege under the intellectual property rights of any third party; (v) all inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, moral rights, and all other types of intellectual property; and/or (vi) all rights in any derivative works of the foregoing.
- m. "Party" or "Parties" mean(s) individually either the Company or the University (as applicable), and collectively the Company and the University.
- n. "Program Term Sheet" means the form attached hereto as Exhibit A (Program Term Sheet), and the accompanying statement(s) of work, whereby the Parties will develop and agree upon the key terms for each E-Learning Program. The Parties will execute a separate Program Term Sheet for each new E-Learning Program.
- o. "Steering Committee" means the committee of the Company and the University representatives established pursuant to Section 4 (Steering Committee) hereof to administer the E-Learning Project and this Agreement.
- p. "Students" mean all registered and paid enrollees in the E-Learning Program Courses after the published enrollment drop/add deadline established for the E-Learning Program.
- q. "Term" shall be as defined in Section 9.a (Term) of the Agreement.
- r. "University" shall include Ohio University, and its campuses, colleges, schools, and departments.
- s. "University Provided Material" means all content, data, information, materials, and all other intellectual property provided to, and/or developed for, the Company and/or the E-Learning Project under this Agreement by the University (in hard-copy or electronic format, and all derivatives thereof) (e.g., schedules, course content, multi-media, course management system, etc.).

3. AGREEMENT STRUCTURE

The Parties shall execute a Program Term Sheet for each individual E-Learning Program under this Agreement. Each Program Term Sheet shall contain a statement(s) of work outlining the specific obligations of each Party with respect to the specific E-Learning Program. In addition, the Company will develop (in coordination with the University) a prospectus for each E-Learning Program named in the Program Term Sheet which will provide the development and delivery plan for the E-Learning Program. The prospectus shall include, at a minimum, the roles and responsibilities of the E-Learning Program faculty and staff as it pertains to the University and the Company, E-Learning Program curriculum, admission and registration requirements and processes, development schedules and timelines, and curriculum delivery structure. Except as specifically set forth in the Program Term Sheet, statement of work, and/or prospectus, all the terms and conditions of this Agreement shall remain in full force and effect with respect to each Program Term Sheet, statement of work, and/or

prospectus. Capitalized terms not defined in the Program Term Sheet, statement of work, and/or prospectus shall be as defined in this Agreement. In the event of any conflict and/or inconsistency between this Agreement and a Program Term Sheet, statement of work, and/or prospectus, the order of precedence shall be as follows: (i) the Agreement, (ii) the Program Term Sheet, (iii) the statement of work, and (iv) the prospectus. The Company shall only be obligated to perform those services as specifically set forth in this Agreement, a Program Term Sheet, a statement of work, and/or the prospectus. Any changes to a Program Term Sheet, a statement of work, the prospectus, and/or the overall operation of the E-Learning Project, must be mutually agreed upon by the Parties in writing and may have a significant impact on the Company's ability to perform under this Agreement.

4. STEERING COMMITTEE

- a. **Decision Making.** The Steering Committee shall be responsible for managing the general affairs and activities of the Parties with respect to the E-Learning Project and this Agreement.
- b. **Steering Committee Designees.** The Steering Committee shall consist of two (2) representatives designated by each of the Company and the University as set forth in the Program Term Sheet. Each Party shall have the right at any time to substitute individuals, reasonably acceptable to the other Party, on a permanent or temporary basis, by giving written notice thereof to the other Party.
- c. **Steering Committee Meetings.**
 - i. **Schedule of Meetings.** The Steering Committee shall meet (by teleconference, videoconference, or in person) at such times as the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party, in addition to the members of the Steering Committee, may attend Steering Committee meetings as non-voting observers at the invitation of either Party and with the approval of the other Party.
 - ii. **Operations.** At each Steering Committee meeting, a majority of the members of the Steering Committee shall constitute a quorum. Each Steering Committee member shall have one vote on all matters before the Steering Committee. Provided a quorum is present, all decisions of the Steering Committee shall be made by majority vote of all of the members of the Steering Committee. In the event that the Steering Committee is unable to resolve any matter before it, such matter shall be resolved as set forth in Section 4(c)(iii) (Dispute Resolution) hereof. The Steering Committee shall keep accurate minutes of its deliberations that record all proposed decisions and all actions recommended or taken. Each Party shall each bear their own expenses and that of their respective Steering Committee members related to their participation on the Steering Committee and attendance at Steering Committee meetings.
 - iii. **Dispute Resolution.** In the event that the Steering Committee shall not be able to reach a decision or take an action on any matter hereunder, then the matter in question shall be referred for resolution to the Chief Executive Officer of the Company and the President of the University (or a designated senior officer of the University). In the event that said officers are unable to resolve such matter after reasonable efforts to do so and after the passage of a reasonable period of time under the relevant circumstances, but in no event more than thirty (30) days, either Party shall be entitled to pursue all available remedies under this Agreement.

5. LICENSE

- a. **License.**
 - i. **University Provided Material.** The University hereby grants to the Company for the Term of this Agreement, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the University Provided Material solely as necessary for Company to perform all of its duties and obligations under this Agreement. The University shall have sole responsibility for

obtaining any licenses and rights in all Intellectual Property Rights of third parties with respect to the University Provided Material necessary to enable the Company to perform its duties pursuant to this Agreement. Except for the licenses and other rights expressly granted herein to the Company, it is understood and agreed that as between the Parties, the University shall retain all right, title, and interest in its Intellectual Property Rights in the University Provided Material.

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

iii. **Trademarks.** The University hereby grants the Company, for the Term of this Agreement, the world-wide, royalty-free, non-exclusive right and license to use and display the name, trade names, and trademarks of the University (the "University Trademarks") for the marketing, promotion, advertisement, recruitment, and enrollment of Students for the E-Learning Program(s); provided, however, that such use of the foregoing shall be approved in advance by the University's Director of Publications or similar position. The Company agrees that the University Trademarks shall be operated and run in accordance with the standards and specifications specified in a style guide or other documentation (or both) provided by the University to the Company.

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

6. FEES AND DISTRIBUTIONS

a. **Distribution of Instructional Fees.** No later than ten (10) business days after the published drop/add date during each academic term of each E-Learning Program, the University shall report enrollments to the Company. The Company shall provide an invoice for the applicable Company percentage of the Instructional Fees (the "Company Distribution" – as further defined in the applicable Program Term Sheet) with respect to each E-Learning Program. The payment terms shall be net ten (10) business days after receipt of invoice. In the same manner, at the conclusion of each academic term, the Parties shall immediately reconcile any outstanding or adjusted Instructional Fees and make any required payments to the Party due same.

b. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees received or recouped by the University from the registration and payment of the E-Learning Program Courses for each E-Learning Program, including, but not limited to, the number of Students enrolled in each E-Learning Program Course, the amounts billed and collected from Students

enrolled in each E-Learning Program Course, and all deductions applied in the calculation of Instructional Fees as described in Section 2.k (Instructional Fees). Such statements shall be furnished to the Company regardless of whether any Students were enrolled in the E-Learning Program Courses during the academic term. The receipt or acceptance by the Company of any such statement, or the receipt or acceptance of any Company Distribution by the Company, shall not prevent the Company from subsequently challenging, in accordance with the provisions of Section 7 (Audit) below, the validity or accuracy of such statement or payment.

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

d. **Late Charges.** Late payments (i.e., payments received by the Company more than twenty-five (25) business days after the receipt of invoice) shall accrue interest at the lesser of: (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by Ohio law.

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

7. **AUDIT**

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

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

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

8. **CONFIDENTIAL INFORMATION**

a. **Confidentiality.** The University and the Company each agree to maintain the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event, less than a commercially reasonable standard of care. The University and the Company each agree that any disclosure of the other Party's Confidential Information to any of its

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

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

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

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

9. TERM AND TERMINATION

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

b. **Termination.**

i. **Agreement Termination.** This Agreement and all E-Learning Programs may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of the E-Learning Project Master Agreement by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; or (iii) by one Party upon written notice in the event that: (a) the other Party shall have dissolved, ceased active business operations, or liquidated, unless such dissolution, cessation, or liquidation

results from reorganization, acquisition, merger, or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and, in the event such a proceeding has been brought against such Party, remains undismissed for a period of sixty (60) days.

- ii. **E-Learning Program Termination.** Any E-Learning Program may be terminated in any one or more of the following ways: (i) by mutual consent of the University and the Company; (ii) upon sixty (60) days advance written notice by one Party in the event of any material breach of a Program Term Sheet (or the accompanying statement(s) of work or prospectus) by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; or (iii) upon ninety (90) days prior written notice given by either Party if there are less than that certain number (as set forth in the Program Term Sheet) of unique Students enrolled in the subject E-Learning Program (the "Minimum Number of Students") during the time period(s) set forth in the Program Term Sheet (the "Time Period(s)").
- c. **Survival.** Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect. Furthermore, a termination of any one or more of the Program Term Sheets shall have no effect on the other Program Term Sheets and this Agreement. Company Distributions: (i) earned by the Company prior to any expiration or termination of this Agreement or any Program Term Sheet, and (ii) Company Distributions that would otherwise be due the Company subsequent to such termination or expiration but for such termination or expiration (the "Post Termination Distributions") shall be paid to the Company as provided in Section 6 (Fees and Distributions) notwithstanding such termination or expiration. The Post Termination Distribution amount shall be calculated only with respect to those Students enrolled in the E-Learning Program or E-Learning Program Courses as of the date of such expiration or termination, and for so long as such Students remain enrolled in the E-Learning Program or E-Learning Program Courses; provided, however, if such Students re-enroll in the E-Learning Program or E-Learning Program Courses within one (1) year of initially dropping or failing to re-enroll in the E-Learning Program or E-Learning Program Courses, then the Company shall be entitled to Post Termination Distributions for so long as such Students remain enrolled in the E-Learning Program or E-Learning Program Courses.

10. REPRESENTATIONS AND WARRANTIES

a. Company Warranties.

- i. **Organization.** The Company represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- ii. **Right to Use.** The Company represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the University to use) any Company Provided Material as set forth in this Agreement.
- iii. **Infringement.** The Company represents and warrants that it has no actual knowledge that the Company Provided Material infringes upon the valid Intellectual Property Rights of any third party.
- iv. **Compliance with Laws.** The Company represents and warrants that it is in material compliance with all applicable federal laws, rules, and regulations in the performance of the E-Learning Project, including, but not limited to, FERPA and Title IV of the Higher Education Act (as amended).

b. University Warranties.

- i. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver, and perform this Agreement.
 - ii. Right to Use. The University represents and warrants that it presently has, or will have during the Term of this Agreement, permission to use (and for the Company to access, display, and use) any University Provided Material as set forth in this Agreement.
 - iii. Infringement. The University represents and warrants that it has no actual knowledge that the University Provided Material infringes upon the valid Intellectual Property Rights of any third party.
 - iv. Compliance with Laws. The University represents and warrants that it is in material compliance with all applicable laws, regulations, and accrediting body standards, possesses all required educational approvals and accreditations, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.
 - v. Right to Services. The University represents and warrants that during the Term of this Agreement, the University will work exclusively with the Company and with no other person or entity, and will not grant a license to the University Provided Material to any other person or entity, for the purpose of providing the services set forth in a Program Term Sheet (and the accompanying statement(s) of work and prospectuses) with respect to the E-Learning Programs and/or E-Learning Program Courses (and/or any e-learning programs/courses similar to the E-Learning Programs and/or E-Learning Program Courses) developed in connection with this Agreement. Notwithstanding the above, the Parties acknowledge and agree that the University may promote and market the E-Learning Programs and the E-Learning Program Courses through the use of its own internal marketing efforts, and without the use and/or assistance of any other person or entity in violation of this Section.
- c. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. BOTH PARTIES' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID (OR DUE TO BE PAID) BY THE UNIVERSITY TO THE COMPANY UNDER THIS AGREEMENT.

11. INFRINGEMENT

- a. **University Provided Material.** If any University Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the Company's opinion any of the University Provided Material is, or is likely to be held to constitute, such an infringement, the University shall at its own expense and option: (1) procure the right for the Company to continue using the University Provided Material; (2) replace the University Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the University Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the University shall so notify the Company and the Company shall be entitled to terminate the E-Learning Program impacted by the infringement.

b. **Company Provided Material.** If any Company Provided Material is held by a court of competent jurisdiction to constitute an infringement of any third party's Intellectual Property Rights, or if in the University's opinion any of the Company Provided Material is, or is likely to be held to constitute such an infringement, the Company shall at its own expense and option: (1) procure the right for the University to continue using the Company Provided Material; (2) replace the Company Provided Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (3) modify the Company Provided Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. If none of the foregoing options are economically feasible, the Company shall so notify the University and the University shall be entitled to terminate the E-Learning Program impacted by the infringement.

c. **Public Institution.** As a public institution in the state of Ohio, the University is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, the University agrees to be liable for the acts and omissions of its officers, employees, contractors, and agents arising under this Agreement, and (ii) specifically, in lieu of the University's obligation to indemnify the Company under this Agreement, the University hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to the University's role in connection with this Agreement as determined by a court of competent jurisdiction.

12. GENERAL PROVISIONS

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

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

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

d. **Relationship.** The relationship between the Company and the University is limited solely to that of an independent contractor. Nothing in this Agreement shall be construed to create or imply a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors in connection with the performance of the services under this Agreement without the consent of the other Party.

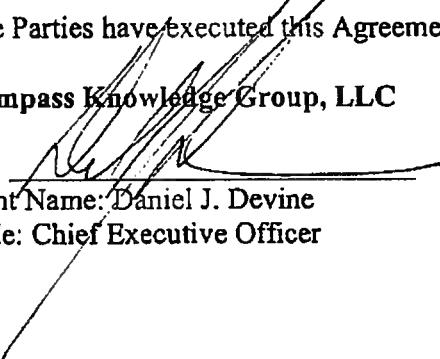
e. **Prohibition on Hiring.** Neither Party shall, during the Term of this Agreement and for a period of one (1) year thereafter, hire or solicit with intent to hire any person who was employed by the other Party during such period, whether such person is hired as an employee or consultant, unless authorized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

f. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

- g. **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing Party will be entitled to reasonable costs and attorneys' fees.
- h. **Time is of the Essence.** Time is of the essence in the performance of all duties and obligations under this Agreement.
- i. **Entire Contract.** This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter.
- j. **Force Majeure.** Neither Party shall be responsible for delay or failure to perform its obligations under this Agreement to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect third party suppliers of goods or services if no alternate source of such supply is available to the Party. Each Party shall notify the other in the event a force majeure will cause a delay or failure of performance as early as practicable.
- k. **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. A waiver shall not be effective unless it is set forth in a document signed by the Party against which such waiver is asserted.

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

Compass Knowledge Group, LLC

By: 
Print Name: Daniel J. Devine
Title: Chief Executive Officer

Ohio University

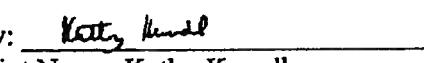
By: 
Print Name: Kathy Krendl
Title: Executive Vice President and Provost

Exhibit A-[]
Program Term Sheet

1. **Program:** _____ [Insert E-Learning Program Name]
2. **Effective Date:** The effective date is _____ [Insert the date when this Program Term Sheet will become effective]
3. **Enrollment Dates:** New students may enter this E-Learning Program in _____ [Insert academic terms when students can begin this E-Learning Program]
4. **Steering Committee Designees**
 - a. For the University: _____ [name two persons or their titles] or their duly appointed representatives
 - b. For the Company: _____ [name two persons or their titles] or their duly appointed representatives
5. **Term:** Unless the Parties otherwise agree in writing, the E-Learning Program shall have a term of ten (10) years from the Effective Date.
6. **Launch Fee:** Notwithstanding anything herein to the contrary, the University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities set forth in the statement of work), a one-time fee to the Company in the amount of \$_____ to launch this E-Learning Program.
7. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply:

8. **Distribution of Instructional Fee Revenue:** With respect to this E-Learning Program during each academic term, the Company will receive as consideration for performing its duties described herein the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:

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

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

If to the Company: 2145 MetroCenter Blvd., Suite 400
Orlando, FL 32819-7949
Attn: Daniel J. Devine, CEO
Fax: 407-573-2009

With a copy to:

If to the University:

With a copy to:

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

Compass Knowledge Group, LLC

Ohio University

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Exhibit A-4
Program Term Sheet

This Exhibit A-4 - Program Term Sheet (the "Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. (the "Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

- 1. E-Learning Program:** Master of Science in Nursing Administrator, Master of Science in Nursing Educator, Master of Science Family Nurse Practitioner
- 2. Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Fall B, Spring A, Spring B and Summer (each, an "Enrollment Term") with an expected E-Learning Program's initial Enrollment Term of Spring A 2012 pending sufficient Student enrollments.
- 3. Steering Committee Designees**
 - a. **For the University:** Dean of the College of Health Science & Professions and Director of Lifelong and Distance Learning, or their duly appointed representatives
 - b. **For the Company:** Chief Academic Officer and Senior Vice President of Academic Partnerships, or their duly appointed representatives
- 4. Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the initial Enrollment Term (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
- 5. Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program (the "Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due January 1, 2012.
- 6. Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:
50% to the Company and 50% to the University for the first 500 students enrolled per term. 45% to the Company and 55% to the University for the 501st student enrolled and above, per term.
- 7. Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A

8. Minimum Number of Students and Time Period(s) (as defined in Section 9.b.ii (E-Learning Program Termination)): 250 students within two (2) calendar years after the commencement date of the Initial Term.

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

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: Patrick Donoghue, CFO
Fax: (416)494-1891

If to the University:

Randy Leite, Dean
College of Health Sciences & Professions
Gruber Center #379
Athens, OH 45701
Fax: (740) 597-1208

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

Embanet-Compass Knowledge Group Inc.

By: _____
Print Name: Steve Fireng
Title: CEO & President
Date: 7/15/11

Ohio University

By: Randy Leite
Print Name: Randy Leite
Title: Dean
Date: 7/11/11

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

This Statement of Work #1 (the "Statement of Work") is an attachment to Exhibit A-4 - Program Term Sheet for the Master of Science in Nursing Administrator, Master of Science in Nursing Educator and Master of Science Family Nurse Practitioner E-Learning Programs (the "Program Term Sheet") to the E-Learning Project Master Agreement entered into as of July 1, 2008 (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company") and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. (the "Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Statement of Work, all the terms and conditions of the Program Term Sheet and the Agreement shall remain in full force and effect. Capitalized terms not defined in this Statement of Work shall be as defined in Program Term Sheet and the Agreement.

- 1. Objectives of the E-Learning Project.** The objective of the E-Learning Project shall be for the Parties to collaborate to provide individuals with the education and academic credentials essential for advancing in their professions as a result of the E-Learning Program. In carrying out the objective of the E-Learning Project, the Parties shall each use commercially reasonable efforts to perform such tasks as are set forth to be performed by them under the terms of the Agreement and the Program Term Sheet in accordance with all applicable laws, ordinances, rules, regulations, orders, licenses and other requirements now or hereafter in effect.
- 2. Mutual Obligations.**
 - a) Collaborative Efforts and Reports.** The Parties agree that the successful execution of the E-Learning Project will require the collaborative use of both Parties' areas of expertise. The Parties shall keep the program directors, partnership director, and the Steering Committee fully informed about the status of the portions of the E-Learning Project they respectively perform separately and/or jointly.
 - b) Information Exchange.** Subject to any confidentiality obligations to third parties, the Company and the University shall cooperate in the development, operation and performance of the E-Learning Project and shall exchange information and materials as necessary to carry out the duties and responsibilities described herein. The Parties understand that such exchange of information and materials may involve short-term, on-site visits by personnel of one Party to the facilities of the other to encourage close collaboration between the Parties. Such visits will have defined purposes, be scheduled reasonably in advance, be at the expense and cost of the Party incurring the expense, and shall be subject to the confidentiality obligations of the Agreement. As reasonable to do so, tele- and video-conferences may substitute for on-site visits to either Party.
 - c) Program Evaluation.** The Parties will conduct regular E-Learning Program Course, services, and E-Learning Program evaluations to assess the effectiveness of each E-Learning Program; including participating in regular joint review for continuous improvement of the E-Learning Program.
 - d) Timeliness.** The University and the Company shall use their best efforts to make all decisions and perform all tasks required of the Parties in a timely manner.

- e) **Joint Obligations.** Each Party shall apply commercially reasonable efforts to the performance of all aspects of its obligations under the Agreement, and to bring the E-Learning Program into commercial use as quickly as reasonably possible, but in no event later than the time periods set forth in the prospectus.
3. **Duties of the University.** The program directors shall cause and ensure that the University, the Faculty, and their staff, are responsible for and shall provide at the University's sole cost and expense, the following duties and services.
- a) **Curriculum and Content.** The University shall be responsible for the following University Content matters.
- i) **Development and Delivery of the Content and University Provided Material.** Development and delivery of the University Provided Material and materials, syllabus, E-Learning Program Course outlines, E-Learning Program Course manuals, E-Learning Program Course schedules, multimedia presentations, readings, assignment guidelines, case studies, hard copy materials, audio, video and related computer software for each of the E-Learning Programs in accordance with the procedures, requirements and schedules set forth in the prospectus. The Parties, in consultation with the Steering Committee, will use their best efforts to develop materials in a timely fashion and to develop collaborative solutions in the event of an unforeseen delay in the production schedule. The University shall provide the Company with sufficient materials for each E-Learning Program, in a manner and form/format satisfactory to the Company (e.g., the format in which such materials must be delivered to the Company for upload to a promotional site, for reprinting of marketing collateral, such as course descriptions in .pdf or Word format delivered by electronic mail, or for upload to the online course site), for the Company to perform its obligations under this Agreement, all of which shall be provided according to the prospectus for each E-Learning Program.
- ii) **Control of Academic Curricula and University Provided Material.** Academic programming and curriculum shall be a University decision. The University shall make decisions with respect to, and shall be fully responsible for, the University Provided Material and the quality of the curriculum of each E-Learning Program. Such curricula shall be established in accordance with all applicable laws and regulations, and with the policies, procedures and guidelines of the University.
- b) **Faculty and Staff.** The University shall be responsible for the following Faculty activities and matters.
- i) Reviewing credentials, selection, appointment, administering, hiring, evaluation, coordination, and discharging of the program directors, the Faculty, their staff, and their activities.
- ii) Payment of all expenses and compensation of the University personnel including, without limitation, the program directors, the Faculty, and their staff and their activities.
- iii) Participation by the program directors, the Faculty, and their staff, as reasonably requested and at such times as determined by the Steering Committee, in E-Learning

Program Course development activities, E-Learning Program Course presentations, promotional events, marketing, training, and planning sessions.

- c) **Admission and Registration of Students.** The University shall be responsible for the following Student matters.
 - i) **Admission and Administration of Student Services.** The University shall be responsible for all decisions regarding the admission and registration criteria of Students. The University shall provide to Students referred to each E-Learning Program by the Company (or any other party) such services as are reasonably necessary for admission, registration, withdrawal, financial aid, recording of grades, and awarding of certificates and degrees in accordance with the University's policies and procedures for administering student services, as amended from time to time.
 - ii) **Collection of Fees.** The University shall be responsible for all activities related to the collection of all tuition and other fees with respect to each Student and each E-Learning Program.
 - iii) **Processing Of Student Loans and Grants.** The University shall be responsible for performing any function required by any statutory provision of or applicable to Title IV of the Higher Education Act (as amended), any regulatory provision prescribed under that statutory authority, or any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act (as amended) and any other Student lender including, but not limited to, processing student financial aid applications, determining student eligibility, and processing payments to Students.
 - iv) **Reporting.** The University shall provide read-only Web access to the University's student information system, or report in writing to the Company, each Student application (and Student enrollment data) weekly during registration for each academic term, at the conclusion of registration, and at the conclusion of the published drop/add date for registration.
- d) **Technology.** The University shall be responsible for the following technology matters.
 - i) The University shall provide technology and access, for students and faculty to support each E-Learning Program including, without limitation, all facilities, personnel and materials required therefore.
 - ii) The University shall provide and maintain the Course Management System including, without limitation, the procurement and payment of any and all licenses necessary for the University, Company, program managers and directors, Faculty and Students to use such Course Management System as contemplated hereunder and under any prospectus made a part hereof.
 - iii) The University shall: (i) provide the Company access to an A Record for a 3rd level sub-domain off of the University main domain that points to an IP address on the Company server strictly for the purposes of marketing and maintenance of each E-Learning Program web site, and provide an MX record that points to the Company Exchange service IP address for purposes of the E-Learning Program, which means the University shall provide the Company a universal resource locator (URL) name associated with the University's web URL, the content of which will reside on the

Company's server, and the University will designate an email domain affiliated with this same web address; and (ii) the University shall provide a "Course Designer Level" access to the E-Learning Program online Course site for the Company appointed retention specialist (Company program manager) for maintenance of the E-Learning Program Course and support for Students and Faculty. Course Management System "Administrative System Access" shall be granted only to a University information technology services employee.

- e) **Granting Credits, Certificates, and Degrees.** The University shall be responsible for granting E-Learning Program Course credits, certificates and degrees to Students who successfully complete the E-Learning Program and who otherwise satisfy the necessary academic criteria established by the University for such college credits, certificate, and degree.
 - f) **Instructional Services and Related Technology.** The University shall be responsible for the following instructional design and instructional technology services.
 - i) **Curriculum Development and Instructional Design.** Coordinate activities related to scheduling, processing, instructional design, assisting and coordinating deadlines within the University to achieve required outcomes, including templates and handbooks.
 - ii) **Online Course Orientation.** Design and develop an orientation site to train Students and Faculty on the functionality of the course management system tools.
 - iii) **Faculty Training.** Train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic course management system troubleshooting (e.g., resetting an exam, altering gradebook calculations, and updating a course schedule).
4. **Duties of the Company.** The Company shall be responsible for, and shall provide at its sole cost and expense, the following duties and services and all decisions related to performing and providing of such duties and services.
- a) **Marketing.** The Company shall be responsible for all marketing activities to generate qualified prospective Student interest to meet enrollment goals as set forth in this Section. However, the determination of which of these specific marketing activities the Company will undertake shall be within the sole and absolute discretion of the Company.
 - i) **Ongoing Market Research.** The Company shall be responsible for all activities related to updating market data; e.g., marketplace size, demand, acceptance, competition, and accessibility. This shall include all activities related to the execution of market research with specific benchmarks established periodically by the Company necessary to develop and execute the marketing strategy.
 - ii) **Development of Marketing Campaign.** The Company shall be responsible for the development of the marketing campaign, identification of the appropriate media mix, and design of referral and employer/association outreach strategies.
 - iii) **Development of Promotional Literature and Collateral.** The Company shall be responsible for the design, development, printing, and purchase of marketing and promotional literature in hardcopy and electronic formats as the Company determines

in its discretion to undertake, subject to the approval of the Steering Committee and the Executive Director of Lifelong and Distance Learning or his/her designee for the University.

- iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.
 - vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet, subject to approval by the University.
 - viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.

- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
 - i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include learning preparedness assessments and interventions targeted for at-risk profiles, student and graduate satisfaction surveys, regular monitoring of student activity based on course websites with faculty and student follow-up as required, and basic response to student technology needs during Company business hours.
 - ii) **Student Re-enrollment.** The Company shall be responsible for advising and directing Students about re-enrollment procedures.
 - iii) **Faculty Support.** The Company shall provide logistical and course development scheduling support to the Faculty.
 - iv) **Administration of E-Learning Program.** The Company shall manage the daily administration aspects of the E-Learning Program which are assigned to the Company pursuant to each prospectus.
 - v) **Dissemination of Multimedia.** The Company shall manage the activities related to dissemination of hardcopy course and multimedia materials to Students, as needed.

Exhibit A-6
Program Term Sheet

This Exhibit A-6 - Program Term Sheet ("Program Term Sheet") is an Exhibit to the E-Learning Project Master Agreement entered into as of July 1, 2008 ("Agreement") by and between Compass Knowledge Group, LLC and Ohio University ("University"). Embanet-Compass Knowledge Group Inc. ("Company") is the successor corporation to Compass Knowledge Group, LLC. Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Social Work.
2. **Enrollment Dates:** New Students may enter this E-Learning Program in Fall A, Spring A, and Summer A (each, an "Enrollment Term") with an expected E-Learning Program's initial enrollment term ("Initial Enrollment Term") of Summer 2013, pending sufficient Student enrollments.
3. **Steering Committee Designees**
 - a. **For the University:** Dean of the College of Health Sciences and Professions and the Director of eLearning Ohio, or their duly appointed representatives.
 - b. **For the Company:** Managing Director and Senior Vice President of Academic Partnerships, or their duly appointed representatives.
4. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the Initial Enrollment Term ("Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods ("Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as appropriate. The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
5. **Launch Fee:** The University agrees to pay upon the presentation of an invoice (which will not be due any earlier than the commencement of the marketing activities as outlined in the Market Research section of the Statement of Work attached to this Program Term Sheet), a one-time fee to the Company in the amount of \$75,000 to launch the E-Learning Program ("Launch Fee"). One half of the Launch Fee (\$37,500) will be due upon commencement of the marketing activities and the remainder (\$37,500) will be due upon the first day of the Initial Enrollment Term.
6. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees ("Company Distribution") and the University will receive the percentage of the Instructional Fees ("University Distribution") as follows: 50% to the Company and 50% to the University.
7. **Additional Fees/Charges:** With respect to this E-Learning Program, the following additional fees and/or charges shall apply: N/A
8. **Minimum Number of Students and Time Period(s)** (as defined in Section 9(b)(ii) entitled "E-Learning Program Termination"): 150 students within two (2) calendar years after the commencement date of the Initial Term.

9. Contacts and Addresses for Purposes of Notification under the Agreement:

If to the Company: Embanet-Compass Knowledge Group Inc.
50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Attn: Patrick Donoghue, CFO
Fax: (416) 494-1891

If to the University: _____

The Parties agree to the terms of this Program Term Sheet for the E-Learning Program, effective as of the date of the last signature below.

Embanet-Compass Knowledge Group Inc.

Ohio University

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

By: _____
Print Name: Pam Benoit
Title: Executive Vice President and Provost
Date: _____

By: _____
Print Name: Stephen Golding
Title: CFO and Vice President of Administration
Date: _____