

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (“AP”), and the University of Rhode Island, a Rhode Island public institution of higher education (the “University”) as of 1 June 2014 (the “Effective Date”). AP and the University are sometimes referred to in this Agreement each as a “Party”, and collectively as the “Parties.”

Recitals

- A. The University offers undergraduate, graduate, and post-graduate courses both (i) in traditional classroom settings (“Offline Educational Courses”) and (ii) online (“Online Educational Courses”).
- B. AP provides services to universities who offer Online Educational Courses.
- C. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide AP Resource Materials (defined herein) in connection with the University’s (i) development, maintenance and marketing of the University’s Online Educational Courses and (ii) the conversion of Offline Educational Classes to Online Educational Classes.

I. Definitions

Capitalized terms used in this Agreement shall have the meanings described below or elsewhere in the Agreement.

- A. **“AP Materials”** means (i) AP Resource Materials, (ii) Developed Materials created by AP, and (iii) any documentation or other materials associated with the foregoing.
- B. **“AP Resource Materials”** means the materials, resources and services of AP made available to the University when (i) developing Online Educational Courses, (ii) marketing such Online Educational Courses, (iii) converting the University’s Offline Educational Courses to Online Educational Courses, (iv) providing student retention support and (v) developing the best practices for online curriculum, instruction and assessment.
- C. **“AP Revenue”** means the product of multiplying the AP Revenue Percentage times the Revenue.
- D. **“AP Revenue Percentage”** means a percentage of the tuition for each Online Educational Course in which a Student is enrolled. For the first Program, and to the extent one or more new Programs are added during the Term of this Agreement, the Parties will enter into an Addendum to this Agreement, the purpose of which will be to set forth the AP Revenue Percentage for such new Program. Any such Addendum shall be in the form of **Exhibit A** attached hereto.

- E. **“Curriculum Materials”** means a group of related Online Educational Courses (along with instructional and assessment materials), the successful completion of which results in a degree or other credentialing.
- F. **“Developed Materials”** means any ideas, designs, development tools, know-how, concepts or written materials developed by either Party.
- G. **“Faculty”** means persons appointed by the University to teach Online Educational Courses.
- H. **“Intellectual Property”** means any and all now known or hereafter existing rights associated with (i) works of authorship, including exclusive rights, copyrights, moral rights and mask works, (ii) trade secret rights, (iii) trademark and trade name rights; (iv) patents, designs and other industrial property rights, (v) other intellectual and proprietary rights of every kind and nature whether arising by operation of law, by contract or license or otherwise and (vi) all registrations, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.
- I. **“Launch Date”** means the first date upon which the first Online Educational Course of an Online Program covered by this Agreement and subsequent Addendums is offered.
- J. **“Online Program(s)”** mean the units of study offered through Online Educational Courses that lead to a degree or other certification set forth on Addendum A and any subsequent Addendums that include additional Online Programs.
- K. **“Revenue”** means the tuition collected from Students for Online Educational Courses, related to the Online Program, including Revenue from all related general, prerequisite or co-requisite Online Educational Courses.
- L. **“Student(s)”** means an individual enrolled in one or more Online Programs or Online Educational Courses at the University related to one or more Online Programs.
- M. **“University Material”** means the (i) Curriculum Materials, (ii) lectures, documentation and other materials created by the University, including Developed Materials created by the University and (iii) Faculty.

II. AP Obligations

During the Term (defined herein) of this Agreement, AP shall have the following obligations and provide the following services at no additional cost other than the AP Revenue:

A. Marketing. AP will:

- (i) be the exclusive marketer of the Online Programs listed in the Addendum and will market the University and its Online Programs using a variety of means as determined by AP including digital marketing; and
- (ii) provide competitive research regarding other universities offering similar Online Programs.
- (iii) Market the Online Programs to employers and other organizations using affiliate partnership representatives.

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

- (i) an integration team that works with the University's personnel (specific to each degree/certificate);
- (ii) facilitation of Program planning sessions (faculty meetings, admission policies, course sequence and calendar);
- (iii) facilitation of operational planning sessions with key University departments to review existing processes and recommend efficiencies;
- (iv) development of a "Program Guidelines" document;
- (v) facilitation of cross-functional meetings to manage implementation processes; and
- (vi) project management services, including development of a detailed project plan (the "Plan") to drive program implementation activities, and weekly reporting of project progress against the Plan.

C. Assistance with Student Information System ("SIS") and Learning Management System ("LMS").

The University will provide to AP, read-only access to records within its SIS and LMS that contain information about students enrolled in AP Programs, including any pre-requisite General Education courses. AP relies primarily on daily extracts from university systems, but will utilize essential data from these systems to (i) create Program prototypes, (ii) assist faculty with curriculum development, (iii) facilitate student matriculation, (iv) assist in improving student retention, (v) monitor Program success and (vi) assist with and facilitate the growth of the University's Online Educational Courses. Essential SIS data includes, but is not limited to, applicant, student, section and enrollment data. Essential LMS data includes, but is not limited to, course, section, student, grade and time-and-activity data critical to providing student retention.

D. Curriculum Support Services. AP will work with Faculty and the University with Program design, including but not limited to:

- (i) assisting with Program / course blueprinting and course conversion;
- (ii) assist University in structuring multiple start dates in a way that also assures financial aid eligibility; and
- (iii) introducing best practices for the delivery of an online Curriculum.

E. Recruiting and Enrollment Specialist Representatives (“ESRs”). ESRs will serve as a primary point of contact for all prospective students for identified Programs. The ESRs will help educate students about the University’s Programs. AP’s responsibilities include:

- (i) staffing and equipping a call center for ESRs;
- (ii) providing a team of ESRs to contact potential students once a lead is received;
- (iii) providing a toll free number and website for prospective students;
- (iv) recruiting in compliance with the academic standards of the University and regulatory requirements; and
- (v) informing potential students of the Program characteristics and referring potential students to the University regarding financial aid and/or academic questions. In performing recruiting activities, ESR’s shall use such marketing and promotional materials as are provided by or approved by the University in accordance with Section III and shall be entitled to rely on the accuracy of any such materials.

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

F. Application Support. In addition to recruiting, ESRs will:

- (i) inform applicant of all University application requirements;

- (ii) contact applicants regarding upcoming Program deadlines;
- (iii) remind applicants to submit necessary paperwork (transcripts, etc.);
- (iv) remind Students of the registration process, registration deadlines and payment deadlines once admitted to the University; and
- (v) refer Students to appropriate University resources if there are further questions about the Program(s).

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

- (i) following up with Students periodically to ensure satisfaction continuing through graduation;
- (ii) referring Students to University resources if academic questions persist;
- (iii) welcoming new Students and providing upcoming registration dates and/or deadlines;
- (iv) re-engaging inactive Students; and,
- (v) reminding Students of upcoming start dates, registration deadlines and payment deadlines.

H. Special Services. The following AP Special Service are not included in the AP Revenue and may be provided for additional compensation as set forth herein:

- (i) Course Development Service is an optional service available for an additional fee. This service is complementary to, and is not intended to replace, the services outlined in II.B, II.C, II.D. This service is provided for a fee of \$15,000 per course through 2014, at which time AP, at its sole discretion, may adjust the price for this service.

I. Protection of Student Information. The University has informed AP that Student specific information may be protected from disclosure pursuant to the provisions of the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 123g; 34 CFR Part 99). AP expressly agrees that it shall (i) not disclose any such information to any third parties and (ii) take such measures as are reasonable and prudent to comply with FERPA and protect such information from inadvertent disclosure.

III. University Obligations

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

A. Marketing Deliverables.

- (1) University will deliver to AP its branding and style guidelines and hereby grants the right to AP to use the Trademarks referenced in Section V and Exhibit C in performance of the AP Obligations;
- (2) University will allow AP to use the University web domain for marketing (i.e., <http://online.universityname.edu> or <http://degree.universityname.edu>) and host those subdomains for ease of maintenance and updates;
- (3) University will, to the extent permitted by law, allow AP to have access to alumni email lists for marketing purposes, and,
- (4) University will determine enrollment goals for the Programs, in consultation with AP.

B. Regulatory Approvals, Accreditations, and Licenses. The University will determine and obtain all necessary regulatory approvals and licenses for the Programs, including without limitation any necessary state authorizations for distance learning programs.

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

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

E. Access to Data. The University will, to the extent permitted by law, provide access to Student information data and online delivery data in order for AP to fulfill its obligations under this Agreement.

F. Assessment. University and AP agree to meet no less frequently than annually to assess the success of the Programs, including review of the services provided hereunder.

G. Competing Programs. The University agrees that for the duration of this Agreement it will not offer any competing Online Program(s) to those University Online Programs covered by this Agreement.

IV. License Grants by AP

- A. **AP Resource Materials.** During the Term of this Agreement, AP grants the University a limited, non-exclusive, license to use and modify the AP Resource Materials for the specific and limited purpose of developing the Online Programs.
- B. **Trademarks.** During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use such AP trademarks, as are designated in writing by AP, for the specific and limited purpose of marketing the Programs. **Exhibit B** lists the initial AP trademarks that may be used per this Section.

V. License Grants by the University

- A. **University Materials.** During the Term of this Agreement, the University grants AP a limited, non-exclusive license to use and modify the University Materials for the specific and limited purpose of developing the Online Programs.
- B. **Trademarks.** During the Term of this Agreement, the University grants AP a limited, non-exclusive license to such University trademarks, as designated in writing by the University, solely for the purpose of marketing the Online Programs. **Exhibit C** lists the initial University trademarks that may be used per this Section.

VI. Ownership

- A. **Ownership of AP Intellectual Property.** AP retains all ownership and Intellectual Property rights in the AP Materials.
- B. **Ownership of University Materials.** The University retains all ownership and Intellectual Property rights in the University Materials.
- C. **Ownership of Developed Materials.** Any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such Intellectual Property, unless mutually agreed otherwise in writing.

VII. Term and Right of First Offer

- A. **Term.** The term (“Original Term”) of this Agreement shall commence on the Effective Date and ends on the fourth (4th) anniversary of the Launch Date of the first Online Program covered by this Agreement and subsequent Addendums, unless terminated under this Section VII or Section XIII.
 - i. The Original Term shall automatically extend for three (3) years (“First Successor Term”) unless either Party gives written notice to the other Party of its desire to terminate the Agreement at least 270 days before the expiration of the Original Term.

- ii. The First Successor Term and any Subsequent Successor Term shall automatically extend for two (2) years (“Subsequent Successor Term”) unless either Party gives written notice to the other Party of its desire to terminate the Agreement at least 270 days before the expiration of the First Successor Term or then current Subsequent Successor Term.
- iii. To the extent that an Addendum to this Agreement is entered into for a new Online Program, the term of such Addendum shall be for a period of four (4) years from the Launch Date of said new Online Program (“New Term”), notwithstanding the fact that the New Term may exceed the period of the Original Term, the First Successor Term, or any Subsequent Successor Term. In the event of a New Term, all provisions of this Agreement shall apply and remain in full force and effect for the duration of the New Term and any renewals thereafter, including the right of either Party to terminate the Agreement by giving written notice to the other party of its desire to terminate the Agreement at least 270 days before the expiration of the New Term or Subsequent Successor Terms.

B. Right of First Offer. During the term of this Agreement, if the University decides to use a third-party service provider to provide services similar to those in this Agreement for Programs other than those listed in any executed Addendum, the University will first offer the right to exclusively negotiate an Addendum for the new Program to AP. If AP and University negotiate in good faith but cannot reach an agreement within 60 days from the date of the first offer, University is free to contract with another service provider solely for Programs not listed in any executed Addendum.

VIII. Payment and Taxes

- A. AP Revenue.** The University will collect all Revenue and will remit to AP the AP Revenue, which shall be due and payable to AP within thirty (30) days of the start of any Online Educational Course that is subject to this Agreement.
- B. Taxes.** Each Party will be responsible for any and all taxes due on their portion of Revenues received.
- C. Acknowledgement by the University.** The University acknowledges that a significant portion of AP’s cost is incurred before a Student enrolls, and that AP’s only method of cost recovery is through the continuing payments as a Student progresses through the Program. Therefore, for each Student who AP secures the enrollment pursuant to and during the Term of this Agreement, the University will continue to remit payments to AP per Section VIII.A above for so long as the Student continues to make payments to the University for On Line Educational Courses at the University that are subject to this Agreement, even if beyond the termination date of this Agreement.

IX. Indemnification

- A.** **AP.** AP will indemnify, defend and hold harmless, the University its governing board, board members, officers, directors, employees, students and agents, (collectively the “University”) to the extent permitted by Rhode Island law, against any loss, liability, payment, cost and expense, including reasonable attorneys’ fees and court costs, asserted against or incurred by the University, resulting from or related to any claim, demand, action or proceeding from any person or entity caused by (i) AP’s performance or failure to perform its obligations under this Agreement; (ii) the intentional or negligent acts or omissions of AP, its employees and agents; or (iii) any AP Materials furnished by AP that infringes a third party’s copyright, or other intellectual property rights; provided that: (a) the University notifies AP in writing within 60 days of the claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.
- B.** **University.** The University will defend and indemnify AP, its directors, officers, employees and agents (collectively “AP”) to the extent permitted by the laws of Rhode Island, against any loss, liability, payment, cost and expense, including reasonable attorneys’ fees and court costs, asserted against or incurred by AP, resulting from or related to any claim, demand, action or proceeding from any person or entity caused by (i) the University’s performance or failure to perform its obligations under this Agreement; (ii) the intentional or negligent acts or omissions of the University, its employees and agents,; or any University Materials furnished by the University that infringes a third party’s copyright, or other intellectual property; provided that: (a) AP notifies the University in writing within 60 days of the claim; (b) the University has sole control of the defense and all related settlement negotiations; and (c) AP provides the University with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by AP in providing such assistance will be reimbursed by the University.
- C.** **Remedies.** In the event that some or all of either Party’s Materials are held or believed to infringe third party rights, the Party whose Materials are so held or believed to be infringing, (the “Infringing Party”) shall have the option, at its expense to: (a) modify the Materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the Materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then the Infringing Party may require the Non-infringing Party to return the infringing Materials and all rights thereto. Upon return of the infringing Materials to the Infringing Party, the Non-infringing Party may terminate this Agreement with 10 days’ written notice to the Infringing Party.

X. LIMITATION OF LIABILITY

Under no circumstances, shall either Party be liable to the other for punitive, indirect, special or consequential damages of any kind or nature, including without limiting the generality of the foregoing, loss of profits, revenue, business opportunity and the like, even it knew or was made aware of the possibility of such damages.

XI. INSURANCE

Unless otherwise agreed to in writing signed by both Parties, AP shall obtain, keep and maintain in full force and effect, at its sole cost and expense, the following insurance policies and limits as noted below in standard form and with such companies authorized to do business in the State of Rhode Island as are satisfactory to the University.

Commercial General Liability:

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Property Damage	\$ 500,000 each occurrence \$ 500,000 annual aggregate
Medical Expense	\$ 10,000
Personal & Advertising Injury	\$1,000,000 (with Employee Exclusion deleted)
Automobile Liability Insurance	\$1,000,000 each occurrence

Combined Single Limit:

Bodily Injury, Property Damage,
and/or hired vehicles and equipment

Worker's Compensation	Statutory Limits
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In addition the above requirements, any special liability insurance, covering any events or activities required or contemplated by this Agreement, shall be in such amounts and with such companies as may be reasonably required by the University by separate policy or endorsement to its general liability policy. All required policy limits shall be exclusive of any applicable deductibles, retentions or self-insurance reserves as respects any loss or damage caused in whole or in part by the insured's acts or omissions and/or acts or omissions of those acting on behalf of the insured. In addition, the University of Rhode Island and its governing board, the Rhode Island Board of Education, their respective successors and assigns, shall, by appropriate endorsement, be named insureds on all policies of insurance required hereunder as their interests may appear.

AP shall provide the University upon execution of this Agreement, and upon reasonable request thereafter, with an appropriate certificate of insurance in standard

form, evidencing insurance coverage in compliance with the above and containing a provision that written notice of cancellation or modification of any of the required policies of insurance shall be given to the University within a reasonable period of time, but no less than ten (10) days, prior to the effective date of such cancellation or modification.

XII. Warranties

- A. Authority.** Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.
- B. Ownership by AP.** AP warrants that it is the sole and exclusive owner of all AP Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such AP Materials, and that, to the best of its knowledge; such AP Materials does not infringe any third-party rights.
- C. Ownership by the University.** The University warrants that it is the sole and exclusive owner of all University Materials or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into the University Materials, and that, to the best of its knowledge, the University Materials does not infringe any third-party rights.

XIII. Termination

This Agreement may be terminated for the following reasons in addition to any other right of termination granted to either Party pursuant to other Sections of this Agreement.

- A. Material Breach.** If either Party materially breaches the terms of this Agreement and fails to correct the breach within 60 days after the non-breaching Party provides written notification containing a reasonable description of the material breach, the non-breaching Party may terminate this Agreement.
- B. University's Obligations.** Upon expiration or termination of this Agreement, University shall cease all use of AP Materials and return any such material in its possession to AP, provided that the University shall have the right to continue to use the AP Materials for the sole purpose of permitting Students then enrolled in an Online Program to complete the Program.
- C. AP's Obligations.** Upon expiration or termination of this Agreement, AP shall cease all distribution of University Materials and return any such material in its possession to the University, provided that AP shall have the right to continue to use the University Materials for the sole purpose of permitting Students then enrolled in an Online Program to complete such Program.

XIV. General

- A. Relationship Between the Parties.** Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.
- B. Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Rhode Island law. The Parties irrevocably agree that the courts of Rhode Island shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- C. Notice.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when received and may be hand delivered, delivered by commercial courier, faxed (with appropriate fax receipt showing that it was successfully transmitted) or mailed, postage prepaid, by certified, return receipt requested to:

If to AP:

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

With copy to:

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

If to the University:

Office of the Provost and Vice President for Academic Affairs
University of Rhode Island
Greene Hall, 35 Campus Avenue
Kingston, RI 02881

With copy to:

Director, Learning, Assessment, and Online Education

University of Rhode Island
Edwards Hall, 35 Campus Avenue
Kingston, RI 02881

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

- D. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- E. Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has accrued.
- F. Headings.** The headings appearing in this Agreement are inserted for convenience only, and will not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.
- G. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- H. Confidential Information.** Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party that is identified by such other Party, orally or in writing, as confidential and if orally then confirmed in writing within ten (10) days of such identification ("Confidential Information"). The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by law, court order or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as prior notice to allow the disclosing Party to seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect.
- I. Force Majeure.** Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party

criminal act or act of government, or any other event beyond the reasonable control of that Party (an "Excusable Delay"). This Agreement may be terminated with written notice by either Party under this section should the Excusable Delay of the non-performing Party continue for more than 30 days.

- J. Entire Agreement.** This Agreement, including any Addendum or Exhibits attached or referred to in it, supplement a public procurement and is subject to the terms and conditions of any resulting purchase order, the general conditions of purchase of either the State of Rhode Island or Board of Governors for Higher Education, whichever is applicable, which are incorporated herein and together with this Agreement shall constitute the entire agreement between the parties relating to the matters set forth herein.
- K. Successors and Assigns.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. The University may not assign, this Agreement or any of its rights hereunder without the prior written consent of AP, and any attempted assignment without such consent shall be void.
- L. Variation.** No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- M. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: III.C, VI, VIII, IX, X, XI, XII, and XIII.
- N. Required Approvals.** The University's obligations hereunder are expressly conditioned upon NEASC's continuing approval of the Online Program, as well as the initial one-time approval of the URI Faculty Senate and the initial one-time approval by the University's governing board, the Rhode Island Board of Education, of an acceptable tuition and fee schedule applicable to the Online Program. The failure to obtain any of the required approvals shall operate to terminate this Agreement without any further obligation of either Party to the other Party.

ACADEMIC PARTNERSHIPS, LLC

Signature:



Name: Wes Brazel

Title: Chief Financial Officer

Date: 6/31/14

UNIVERSITY OF RHODE ISLAND

Signature:



Name: Donald DeHayes

Title: Provost

Date: 5/29/14

EXHIBIT A
ADDENDUM

This Addendum ("Addendum") dated as of _____, is a supplement to that certain Service Agreement ("Agreement") dated as of 1 June 2014 between Academic Partnerships, LLC ("AP"), and The University of Rhode Island (the "University") and is fully incorporated therein.

PARTICIPATING SCHOOL OR COLLEGE	PROGRAM / DEGREE	FORECASTED START DATE

AP REVENUE PERCENTAGE: **50%** of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC

UNIVERSITY OF Rhode Island

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
(AP Trademarks, including those of its affiliates)

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



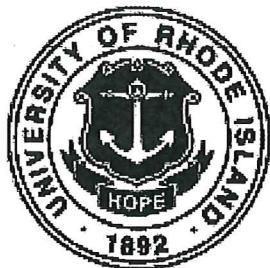
EXHIBIT C

(University Trademarks)

1. University of Rhode Island

**THE
UNIVERSITY
OF RHODE ISLAND**

2.



3.

ADDENDUM A

This Addendum ("Addendum") dated as of 1 June 2014, is a supplement to that certain Service Agreement ("Agreement") dated as of 1 June 2014 between Academic Partnerships, LLC ("AP"), and The University of Rhode Island (the "University") and is fully incorporated therein.

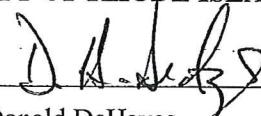
PARTICIPATING SCHOOL OR COLLEGE	ONLINE PROGRAM / DEGREE	FORECASTED START DATE
College of Nursing	RN to BS	January 2015

AP REVENUE PERCENTAGE: 50% of the total Revenue.

ACADEMIC PARTNERSHIPS, LLC

Signature: 
Name: Wes Brazel
Title: Vice President
Date: 6/3/14

UNIVERSITY OF RHODE ISLAND

Signature: 
Name: Donald DeHayes
Title: Provost
Date: 5/29/14