

E-LEARNING PROJECT MASTER AGREEMENT

This E-Learning Project Master Agreement is entered into and effective as of the date of the last signatory hereto (the "Execution Date") by and between **Compass Knowledge Group, LLC** ("Company"), located at 2145 MetroCenter Blvd., Suite 400, Orlando, Florida 32835 800-511-5636, and **New Jersey Institute of Technology** ("University"), a public research university located at 323 Martin Luther King Jr. Boulevard, University Heights, Newark, New Jersey 07102-1982.

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.
- 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 marked or 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. This Agreement shall not be considered Confidential Information. However, all enrolled Student information shall be considered Confidential Information belonging to University and Company shall not offer, sell and/or make available such information to any third party without the prior written consent of University.
- 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 development and distribution of the E-Learning Programs referenced in the Program Term Sheets which are to be conducted by the University with the assistance of the Company 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" means the revenue earned and received by the University related to the non-refundable net tuition (defined as the charge by University for academic instruction), registration fees, and distance learning fees transacted and received by the University for enrollment of each Student in the E-Learning Program and its E-Learning Program Courses pursuant to this Agreement, excluding all other University charges or fees for academic related services which shall be treated separately from net tuition, registration fees, and distance learning fees, and not apportioned as between the Parties as with Instructional Fees (e.g., Academic Facilities Fee, Student Services Fee, Activities Fee, Athletics Fee, Technology Infrastructure Fee, Application/Readmission Fee, Commencement Fee, Late Fee, Deferred Payment Fee, Reinstatement Fee, Schedule Change Fee, and Makeup Exam Fee). University shall retain 100% of all such fees. To the extent not already deducted from the calculation of the revenue earned and/or net tuition for each enrolled Student, the following items shall also not be included in the calculation of Instructional Fees: discounts, refunds, credits, and rebates. All final tuition and fee rates to be charged by the University shall be solely set and/or determined by the University's Board of Trustees sufficiently in advance of each academic year.
- 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 Program Term Sheet and the accompanying Statement of Work executed by the Parties outlining the key terms for each E-Learning Program. The Parties will execute a separate Program Term Sheet for each new E-Learning Program.
- o. "Steering Committee" means the committee of the Company and the University representatives established pursuant to Section 3 (Steering Committee) hereof to administer the E-Learning Program and this Agreement with respect to each Program Term Sheet and/or group of Program Terms Sheets (as mutually agreed upon from time to time by the Company and the University).
- p. "Students" mean all registered enrollees in the E-Learning Program Courses after the published enrollment drop/add deadline established for the E-Learning Program.
- q. "Term" shall be as defined in Section 9.a (Term) of the Agreement.
- r. "University" shall include New Jersey Institute of Technology, and its campuses, colleges, schools, and departments.
- s. "University Provided Material" means all content, data, information, materials, and all other intellectual property provided to the Company and/or developed for the E-Learning Project under this Agreement by the University (in hard-copy or electronic format, and all derivatives thereof) (e.g., schedules, course content, multi-media, course management system, etc.).

3. STEERING COMMITTEE

- a. **Decision Making.** The Steering Committee shall be responsible for managing the activities of the Parties with respect to the E-Learning Project pursuant to this Agreement and each Program Term Sheet and/or group of Program Terms Sheets (as mutually agreed upon from time to time by the Company and the University).
- b. **Steering Committee Designees.** The Steering Committee shall consist of two (2) representatives designated by each of the Company and the University as set forth in the Program Term Sheet. Each Party shall have the right at any time to substitute individuals, reasonably acceptable to the other Party, on a permanent or temporary basis, by giving written notice thereof to the other Party.
- c. **Steering Committee Meetings.**
 - i. **Schedule of Meetings.** The Steering Committee shall meet (by teleconference, videoconference, or in person) at such times as the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party, in addition to the members of the Steering Committee, may attend Steering Committee meetings as non-voting observers at the invitation of either Party and with the approval of the other Party.
 - ii. **Operations.** The Steering Committee will be established as a working committee to oversee assessment and review the E-Learning Program and E-Learning Program Courses using the student evaluation process in use at the University. Common benchmarks for student learning outcomes will be applied by the Parties. At each Steering Committee meeting, a majority of the members of the Steering Committee shall constitute a quorum. Each Steering Committee member shall have one vote on all matters before the Steering Committee. Provided a quorum is present, all decisions of the Steering Committee shall be made by majority vote of all of the members of the Steering Committee. In the event that the Steering Committee is unable to resolve any matter before it, such matter shall be resolved as set forth in Section 3(c) (iii). 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. All final academic decisions about the E-Learning Program and E-Learning Program Courses shall be made solely by the University, after reasonable consideration of any comments and/or suggestions by the Company, through University's administrative process, including review and/ or approval as may be required by law, regulation, or by the respective policies of the Board of Trustees of the University, including all matters requiring review and/or approval by the New Jersey Commission of Higher Education and/or the University's appropriate accreditation boards (e.g., Middle States Commission on Higher Education). Company agrees that University, in its sole discretion, shall determine whether prospective registrants are academically qualified to participate in the E-Learning Program and/or E-Learning Program Courses. The University shall have final authority and oversight with respect to the admission and registration processes, degree plans, conferring of such degrees and maintenance of all of its own official student records.
 - iii. **Dispute Resolution.** In the event that the Parties shall not be able to reach a decision or take an action on any matter hereunder that is not related to an academic decision, 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 non-academic matter after reasonable efforts to do so and after the passage of a reasonable period of time under the relevant circumstances, but in no event more

than thirty (30) days, either Party shall be entitled to pursue all available remedies under this Agreement.

4. AGREEMENT STRUCTURE

a. **Program Term Sheets.** 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 recommended University development and delivery plan for the E-Learning Program. The prospectus shall include, at a minimum, the suggested roles and responsibilities of the E-Learning Program faculty and staff as it pertains to the University, E-Learning Program curriculum, admission and registration requirements and processes, development schedules and timelines, curriculum delivery structure, and Company's marketing, promotional and advertising strategies designed to maximize enrollment in the E-Learning Program. 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.

b. **Order Of Precedence.** 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) this 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.

5. LICENSE

a. **License.**

i. **University Provided Material.** The University hereby grants to the Company for the Term of this Agreement, a limited, 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, including but not limited to those 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 any Company Provided Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall have sole responsibility for obtaining any licenses and rights in all Intellectual Property Rights of third parties with respect to the Company Provided Material necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. Except for the licenses and other rights expressly granted herein to the University, it is understood and agreed that as between the Parties,

the Company shall retain all right, title, and interest in its Intellectual Property Rights in the Company Provided Material.

iii. **Trademarks.** The University hereby grants the Company, for the Term of this Agreement, the world-wide, royalty-free, non-exclusive right and license to use and display the name, trade names and trademarks of the University (the "University Trademarks") for the promotion, advertisement, selling, and exploitation of the E-Learning Programs; provided, however, that such use of the foregoing shall be approved in advance in a writing 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; Discontinuation of Use.** 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) except as otherwise permitted herein. 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) upon request. Upon such termination or expiration, if University so requests, Company shall, within sixty (60) days, dismantle or destroy Company Provided Material consisting of all University-branded marketing assets, but not student leads, which Company may retain (e.g. dismantle or destroy marketing materials, landing pages, marketing web site, but retain prospective student leads which have not completed the formal University application form). Upon termination or expiration, Company shall transfer all completed application forms to University.

c. **Linking Obligations.** During the term of this Agreement, Company will create, place and maintain an internet link from Company's website to University's E-Learning Program(s) and/or E-Learning Program Course(s). The exact placement shall be at the discretion of Company (e.g., webpage entitled "Partners And Programs"). The Company link will promote registration for University's E-Learning Program and/or E-Learning Program Courses and be displayed and/or available from Company's site 24 hours per day, 7 days per week. Company and University hereby grant to one another a non-exclusive, non-transferable, royalty-free, worldwide license to use, reproduce, transmit, and publicly display the other's links during the term of this Agreement solely for the purposes described herein. Except as expressly stated herein, neither Party shall make any other use of the other Party's marks. The licenses described in this Section 5 shall terminate automatically upon the effective date of expiration and/or termination of this Agreement. Each Party shall use its best efforts to give the other Party at least five (5) business days' prior notice of any changes to its websites and/or links that may impact the design, use and operation of the same. Examples of such changes may include but not be limited to changes in the graphic design and/or location of the websites and/or webpages, or new internet or contact addresses for the same. University shall not be required to obtain any approval from Company regarding the creation of any new website and/or webpages other than notifying Company promptly of the location and/or addresses for the same. Each Party may take such action as it deems appropriate to maintain the integrity of their computer and/or inter/intra-net systems and accordingly has the right to remove or temporarily restrict access to the same.

6. FEES AND DISTRIBUTIONS

- a. **Distribution Statement.** No later than fifteen (15) business days after the published drop/add date during each enrollment term of each E-Learning Program, the University shall report enrollments to the Company (with any Student information other than directory redacted in accordance with FERPA). The Company shall provide an invoice for the applicable Company percentage of the Instructional Fees earned for each Student enrollment (the "Company Distribution" – as further defined in the applicable Program Term Sheet) with respect to each E-Learning Program. The payment terms by University shall be net twenty-one (21) days after receipt of Company's invoice. In the same manner, at the conclusion of each enrollment term, the Parties shall immediately reconcile any outstanding or adjusted Instructional Fees and make any required payments and/or reimbursements to the Party due the same (including "true-ups" for student refunds, credits or rebates after University has paid Company). Except as otherwise set forth in a Program Term Sheet (e.g., Launch Fees, etc.), Fees paid to Company as Company Distribution are the sole compensation for cost and expenses associated with this Agreement. All Company Distribution shall be based on the Instructional Fees (as defined in Section 2.k).
- b. **Instructional Fees Rates/Charges.** University shall have the sole right and authority to establish (and adjust from time to time) Instructional Fees rates and/or charges for the E-Learning Program and/or E-Learning Program Courses.
- c. **Late Charges.** Time is of the essence with respect to all Company Distributions to be made hereunder. Late payments (i.e., payments received by the Company more than forty-five (45) days after the receipt of invoice) shall accrue interest at the rate of one-half percent (0.5%) per month.
- d. **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.
- e. **New Jersey Business Registration.** Company is hereby given notice that a business organization or individual that fails to provide a copy of a New Jersey Business Registration Certificate (as required by C.52:32-44 et al.) or that provides false business registration information, shall be liable for a penalty for each business registration copy not properly provided under a contract with a contracting agency such as University. No payment shall be made by University under this Agreement until Company provides an acceptable New Jersey Business Registration Certificate.
- f. **Compliance With Employment Laws.** By executing this Agreement, Company covenants that, to the best of its knowledge, based upon reasonable investigation and belief, Company complies with all applicable federal, state and local laws, rules and regulations regarding its employment of employees.

7. AUDIT

- a. **General.** The Company shall have the right to have an independent certified external or internal accountant (the "Auditor") reasonably acceptable to University perform an audit (the "Audit") of the University's determination of the amount of the Company Distribution due the Company hereunder during normal University business hours, exercisable by written notice delivered to the University at least twenty (20) days prior to such Audit. Such audits may be made not more than once per University fiscal year. The University agrees to cooperate with the Company and the Auditor, including providing reasonable access to the pertinent 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 reasonable 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 following a given reporting period, 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. University shall be solely responsible for all aspects of Instructional Fees fees payable to Company under this Agreement, and Company shall take no part in, nor have any obligation or right to collect, such fees directly from University Students enrolled in the E-Learning Program.

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 non-employees (i.e., consultants) that 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 use best efforts to notify the other Party if disclosure is required in any application for regulatory approvals or by law (including but not limited to the New Jersey Open Public Records Act), but any additional action to prevent release or otherwise protect the Confidential Information must be undertaken by the disclosing 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, following the Execution Date of this Agreement, may mutually agree upon the text and the exact timing of an initial public announcement relating to the transactions contemplated by this Agreement (such agreement not to be unreasonably withheld or delayed). Thereafter, the Parties will mutually 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 during the Term of this Agreement 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. Any marketing and/or advertising materials such as signs, brochures, fliers, placards, pictures, advertisements, notices, or the like, displayed, printed or distributed by Company shall be done by Company only with the University's prior written approval (which approval may be refused or conditioned at the University's discretion). Company agrees to use the approved University name and logo on all such marketing and/or advertising materials.

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

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 a 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 this Agreement by the other Party; provided, however, the breaching Party has not cured such material breach during the sixty (60) day period; (iii) by one Party upon written notice in the event that: (a) the other Party shall have dissolved, ceased active business operations or liquidated, unless such dissolution, cessation or liquidation results from reorganization, acquisition, merger or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and, in the event such a proceeding has been brought against such Party, remains undismissed for a period of sixty (60) days; (iv) general causes according to any applicable law or other legal authority, including third party claims against either party for infringement and/or copyright violation (as described in Section 11 hereof); or (v) if the State of New Jersey does not allocate sufficient funds to University to fund the continued performance of a specific E-Learning Program(s) for any University fiscal period during the Term of this Agreement.

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) enrollment period and/or semester 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 with a maximum or for up to five (5) years for graduate degree/certificate or seven (7) years for an undergraduate degree/certificate after the initial E-Learning Program Course enrollment or E-Learning Program completion, whichever comes first.

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.

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 permitted by this Agreement.
- iii. **Infringement.** As of the Execution Date, 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 Accrediting Standards.** As of the Execution Date, University represents and warrants that it has no actual knowledge that it is not in material compliance with all applicable accrediting body standards, and that it 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. **Exclusive Right To Provide 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 persons or entities, and will not grant a license to the University Provided Material to any other person or entity for the purpose of providing similar services to University as those set forth

in any 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. Additionally, Company understands and agrees 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 without the use and/or assistance of any other person or entity in violation of this Section, and the Company shall be entitled to its percentage of the Instructional Fees resulting from the same.

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, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR 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, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM ANY PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF USE, INCOME OR PROFITS, OR ANTICIPATED PROFITS OR LOST BUSINESS. BOTH PARTIES' TOTAL LIABILITY UNDER THIS AGREEMENT (EXCLUDING INDEMNIFICATION FOR THIRD PARTY CLAIMS AS DESCRIBED BELOW) SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID (OR DUE TO BE PAID) BY THE UNIVERSITY TO THE COMPANY UNDER THIS AGREEMENT.

11. INDEMNIFICATION

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

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

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

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

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

e. **Procedure for Defense of Claims.** After a Party has been notified of a Claim (the "**Defending Party**"), the Defending Party shall defend, negotiate and/or settle such Claim at its expense through counsel of its choice. The Party subject to such Claim has the right to be informed and consulted with respect to the negotiation, settlement or defenses of such Claim, and to retain separate counsel to act on its behalf, but the fees and expenses of such separate counsel shall be paid by the non-defending Party subject to such Claim and not subject to reimbursement by the Defending Party under this Section 11. If the Defending Party does not take reasonable action to defend or settle such Claim within sixty (60) days of receipt of notice, the Party subject to such Claim may do so without the Defending Party's participation, in which case the Defending Party shall pay the reasonable expenses of such separate defense, and the Party subject to such Claim may settle or compromise such Claim without the Defending Party's consent, and the Defending Party shall be bound by the results. Whether or not the Defending

Party assumes control of negotiation, settlement or defense of any Claim, the Defending Party shall not settle any Claim of which it is notified hereunder without written consent of the Party subject to such Claim, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement provides solely for monetary damages or other monetary payments by the Defending Party.

12. GENERAL PROVISIONS

- a. **Notices.** Any notice to be given to the University or the Company under the terms of this Agreement shall be in writing and may be delivered personally, by telecopy, telex or other form of written electronic transmission, or by registered or certified mail or common courier, postage prepaid, and shall be addressed to the contacts sets forth in the Program Term Sheet. Either Party may hereafter notify the other in writing of any change in address. Any notice shall be deemed duly given: (i) when personally delivered, (ii) when telecopied, telexed or transmitted by other form of written electronic transmission (upon confirmation of receipt) or (iii) on the third day after it is mailed by registered or certified mail, postage prepaid.
- b. **Further Actions.** The Parties agree to execute such documents or perform such acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- c. **Interpretation; Severability.** The captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement. If any portion of this Agreement shall be held illegal, invalid or inoperative then so far as is reasonable and possible: (i) the remainder of this Agreement shall be considered valid and operative; and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.
- d. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto have signed the same document. All counterparts shall be construed together and shall constitute one Agreement.
- e. **Relationship.** The relationship between the Company and the University is limited solely to that of an independent contractor. Nothing in this Agreement shall be construed to create or imply a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors in connection with the performance of the services under this Agreement without the consent of the other Party subject to any limitations imposed upon the same herein.
- f. **Assignment.** Neither Party shall assign or otherwise transfer this Agreement, unless authorized in writing by the other Party. Notwithstanding the foregoing, Company shall be entitled to transfer this Agreement and all Program Term Sheets in the event of the sale of all, or substantially all, of the assets, membership, or ownership of Company; provided, however: (a) the assignee agrees in writing be bound by all the terms and conditions of this Agreement and all Program Term Sheets, and (b) there shall not be a material reduction/degradation in the nature and/or quality of the services agreed to under this Agreement as performed by the assignee as compared to the services provided by Company.
- g. **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing Party will be entitled to reasonable costs and attorneys' fees to the extent ordered and/or determined by a court of competent jurisdiction.
- h. **Entire Contract.** This Agreement constitutes the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter.
- i. **Force Majeure.** Neither Party shall be responsible for delay or failure to perform its obligations under this Agreement to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the Party's control, or for any of the

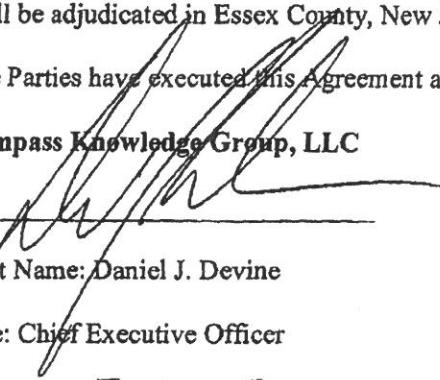
foregoing that affect third party suppliers of goods or services if no alternate source of such supply is available to the Party. Each Party shall notify the other in the event a force majeure will cause a delay or failure of performance as early as practicable.

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

k. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, as applicable to contracts made and to be performed within such state without giving effect to its conflict of law provisions, and all disputes had by one Party against the other Party shall be adjudicated in Essex County, New Jersey.

The Parties have executed this Agreement as of the dates set forth below.

Compass Knowledge Group, LLC

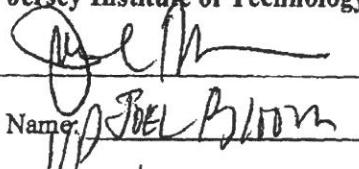
By: 

Print Name: Daniel J. Devine

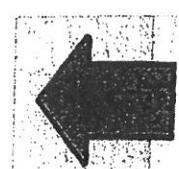
Title: Chief Executive Officer

Date: 7 OCT 2010

New Jersey Institute of Technology

By: 

Print Name: JOEL BLUM

Title: 

Date: 10/11/10

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

This Statement of Work (the "Statement of Work") is an attachment to Program Term Sheet #1 for the Master of Science in Civil Engineering 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 New Jersey Institute of Technology ("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 shall require regularly scheduled meetings via teleconference between representatives of the Company and University at least bi-monthly, unless substituted by 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 E-Learning Program Course, services, and E-Learning Program evaluations at the conclusion of each academic term 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 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 will create an A Record 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 email address either via forwarding from an xxxx@njit.edu email address to a Company email address or via an MX record that points to Company Exchange service IP address for purposes of the E-Learning Program, the method of email support will be determined by University. This 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 address; and (ii) the University will make a best faith effort to provide "Teaching Assistant 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.
- e) **Instructional Design, Technology, and Support.**
 - i) The University shall develop their E-Learning Program Courses designed for online and distance learning delivery.
 - ii) The University shall convert University Provided Material to the E-Learning Program Course website using the Course Management System software.
 - iii) The University shall produce multimedia presentations as defined by the Faculty and the program directors.
 - iv) The University shall train Faculty to develop E-Learning Program Courses, including, course development processes, course management system tools, e-learning pedagogy, and basic

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

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

Program Term Sheet #1

This Program Term Sheet #1 (the "Program Term Sheet") is executed as of _____, 2010 and is an Exhibit to the E-Learning Project Master Agreement entered into as of _____, 2010 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and New Jersey Institute of Technology ("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 Science in Civil Engineering with related Certificates in Construction Management and Project Management.
2. **Enrollment Term:** New Students may enter this E-Learning Program at least three (3) terms per year: Fall, Spring, and Summer (each, an "Enrollment Term") with an expected E-Learning Program start Enrollment Term of Summer 2011 - pending sufficient Student enrollments.
3. **Steering Committee Designees:**
 - a. **For the University:** Vice President for Academic and Student Services and Provost / Senior Vice President for Academic Affairs or their duly appointed representatives
 - b. **For the Company:** President / Chief Academic Officer and Chief Operations Officer 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 date of the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
5. **Launch Fee:** Not Applicable
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:
 - a. **University Distribution:**
 - i. Of the first 300 Students
 - a) Those paying Out-of-State Tuition or e-Tuition: [REDACTED]
 - b) Those paying In-State Tuition: [REDACTED]
 - ii. Of Students 301 and above
 - a) Those paying Out-of-State Tuition or e-Tuition: [REDACTED]
 - b) Those paying In-State Tuition: [REDACTED]
 - b. **Company Distribution:**
 - i. Of the first 300 Students

- c) Those paying Out-of-State Tuition or e-Tuition: [REDACTED]
 - d) Those paying In-State Tuition: [REDACTED]
- ii. Of Students 301 and above
- c) Those paying Out-of-State Tuition or e-Tuition: [REDACTED]
 - d) Those paying In-State Tuition: [REDACTED]

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

For Students who enroll in an E-Learning Program Course who were not recruited by the Company and who were already enrolled in the online program at the start of the E-Learning Program, the University Distribution shall be [REDACTED] and the Company Distribution shall be [REDACTED]

8. Optional Initial Evaluation: Following the first two (2) Enrollment Terms of the E-Learning Program, that is Summer and Fall 2011, Company shall benchmark the overall success of the E-Learning Program as outlined in the Marketing section of the Statement of Work attached to this Program Term Sheet and report to the Steering Committee. Enrollment targets for the second Enrollment term will be set by the Steering Committee at the end of the first month of the first Enrollment Term. If, at the completion of the second Enrollment Term, the Steering Committee determines that the E-Learning Program is not meeting the minimum enrollment pipeline benchmarks established by the Company and reported by the Company to the University, Company shall be entitled to terminate this Program Term Sheet and the E-Learning Program without cause upon thirty (30) days advance written notice to University. Such notice will be given as soon as possible after completion of the second Enrollment Term. During such thirty (30) day notice period, Company shall transfer to University any information regarding currently enrolled Students in order to enable University to continue to provide the on-line degree program to such enrolled Students without the assistance of Company. Following such termination notice, Company shall destroy all marketing assets developed for the E-Learning Program or negotiate with the University for transfer of the marketing assets to the University. Company shall be entitled to retain the Company Distribution and Post Termination Distributions for those Instructional Fees attributable to Students the Company recruits for and who are enrolled in the E-Learning Program during the first and second Enrollment Terms, but shall not be entitled to any ongoing Company Distribution or Post Termination Distributions for those Instructional Fees attributable to new Students recruited and enrolled in the E-Learning Program after the second Enrollment Term.

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

- a. Number of Unique Students: 150
- b. Time Period for Maintaining Unique Students: The E-Learning Program must have met the minimum number of unique Students set 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:

Fenster Hall Room 180
323 Martin Luther King Blvd
Newark, NJ 07102
Attn: Gale Tenen Spak
Fax 973-596-3288

With a copy to:

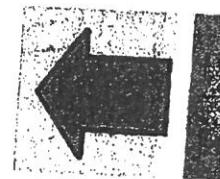
The Parties agree to the terms of this Program Term Sheet for the E-Learning Program as of the Effective Date.

Compass Knowledge Group, LLC

By: _____
Print Name: Daniel J. Devine
Title: Chief Executive Officer
Date: 7 Oct 2010

New Jersey Institute of Technology

By: Joel M
Print Name: Joel Bloom
Title: Vice President
Date: 10/11/10





Embanet+Compass

LEARNING TRANSFORMED MINDS ENGAGED

AMENDMENT TO E-LEARNING PROJECT MASTER AGREEMENT

THIS AMENDMENT TO E-LEARNING PROJECT MASTER AGREEMENT ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("University"), effective as of the date of the last signature below ("Effective Date"). Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into the e-Learning Project Master Agreement effective October 11, 2010 ("Agreement");

WHEREAS, the Parties desire to amend the on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. License of Company Provided Materials. Section 5(a)(ii) of the Agreement is amended by inserting the following at the end of said section:

"In the event that a Program Term Sheet to this Agreement is terminated for any reason, the Company shall provide the University a personal, non-transferable, and non-exclusive license, subject to a reasonable license fee payable by the University to the Company, to use e-Learning Program marketing materials and e-Learning Program Courses developed by the Company under said terminated Program Term Sheet. As an alternative to a license upon the termination of a Program Term Sheet, the Parties shall negotiate in good faith for the purchase by the University of the Company Provided Materials upon the University's election. The Parties shall also negotiate a reasonable payment schedule over time upon the University's election."

2. Incentive Compensation Compliance. Section 10(a)(iv) is inserted into the Agreement to provide in its entirety as follows:

"iv. Incentive Compensation – Title IV Compliance. The Company represents and covenants that its compensation of its employees, consultants, and any other persons who perform any student recruitment activities for the University under this Agreement is and will continue to be in accordance with 20 U.S.C. § 1094(a)(20), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education, currently located at 34 C.F.R. § 668.14(b)(22). The Company agrees to maintain, during the term of this Agreement and for a period of at least three years after the expiration or termination of this Agreement, complete and accurate books and records relating to its compensation of its employees and other persons who perform any student recruitment activities for the University under this Agreement."

3. **FERPA Compliance.** Section 8(a) of the Agreement is amended to by inserting the following at the end of said section:

"The Company agrees to materially comply with the University's policies with respect to privacy of educational records that are provided to the Company in writing as at the Effective Date of this Amendment."

4. **Insurance.** Section 12(l) is inserted into the Agreement to provide in its entirety as follows:

"l. **Insurance.** During the Term, the Company shall obtain and maintain insurance issued by a company authorized to provide insurance in the United States of America, in the following kinds and amounts:

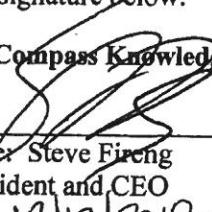
(1) Commercially reasonable worker's compensation and employer liability, covering all employees on or off the work site, acting within the course and scope of their employment.

(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"

5. **No Other Amendment.** All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREFORE, the Parties have executed this Amendment on the date of the last signature below.


Embanet-Compass Knowledge Group Inc.

By: _____
Print Name: Steve Fireng
Title: President and CEO
Date: 12/12/2012


New Jersey Institute of Technology

By: _____
Print Name: Dr. Joel S. Bloom
Title: President
Date: 12.12.02



Embanet+Compass
LEARNING TRANSFORMED MINDS ENGAGED

**AMENDMENT 2 TO PROGRAM TERM SHEET #1
MASTER OF SCIENCE IN CIVIL ENGINEERING PROGRAM**

THIS AMENDMENT 1 TO PROGRAM TERM SHEET #1 ("Amendment 2") is effective as of the Effective Date (as defined below) by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and the New Jersey Institute of Technology ("University"). Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into Program Term Sheet #1 effective October 11, 2010 ("Program Term Sheet #1"), for the University's Master of Science in Civil Engineering with related Certificates in Construction Management and Project Management ("e-Learning Program"), pursuant to the E-Learning Project Master Agreement between the Parties effective October 11, 2010;

WHEREAS, the Parties entered into Amendment 1 to Program Term Sheet #1 effective October 1, 2011, and the Parties now desire to amend the Statement of Work to Program Term Sheet #1 on the terms and conditions set forth in this Amendment 2;

NOW THEREFORE, the Parties hereby agree to amend Program Term Sheet #1 as follows:

1. Section 4(e) is hereby inserted into the Statement of Work to Program Term Sheet #1 to provide in its entirety as follows:

"e) **Technical Helpdesk.** The Company shall provide 24/7 technical helpdesk services for students and faculty with telephone, email, and live chat access."

2. The effective date of this Amendment 2 shall be the date of the first Student enrollment of the first e-Learning Program launched pursuant to Program Term Sheet #2, Program Term Sheet #3, or Program Term Sheet #4 executed concurrently with this Amendment 2 ("Effective Date").

3. All other terms and conditions of Program Term Sheet #1 and the Statement of Work to Program Term Sheet #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment 2 as of date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By:

Print Name: Steve Firing

Title: President & CEO

Date: 12-12-12

New Jersey Institute of Technology

By:

Print Name: Dr. Joel S. Bloom

Title: President

Date: 11.12.12



Embanet+Compass
LEARNING TRANSFORMED MINDS ENGAGED

Program Term Sheet #2 Master of Science in Electrical Engineering Program

This Program Term Sheet #2 (the "Program Term Sheet") is executed as of December ___, 2012, and is an Exhibit to the E-Learning Project Master Agreement entered into as of October 11, 2010 (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("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 Science in Electrical Engineering and related specializations and certificates.
2. **Enrollment Term:** New Students may enter this E-Learning Program at least three (3) terms per year: Fall, Spring, and Summer (each, an "Enrollment Term").
3. **Steering Committee Designees:**
 - a. **For the University:** The Vice President for Academic and Student Services and Provost / Senior Vice President for Academic Affairs or their duly appointed representatives
 - b. **For the Company:** The Chief Operating Officer and the Senior Vice President of Academic Partnerships (Orlando) 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 date of the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
5. **Launch Fee:** Not Applicable
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:
 - a. **University Distribution:**
 - i. Of the first 300 Students
 - a) Those paying Out-of-State Tuition or e-Tuition: 40%
 - b) Those paying In-State Tuition: 35%
 - ii. Of Students 301 and above
 - a) Those paying Out-of-State Tuition or e-Tuition: 35%

- b) Those paying In-State Tuition: 35%
- b. Company Distribution:
 - i. Of the first 300 Students
 - c) Those paying Out-of-State Tuition or e-Tuition: 60%
 - d) Those paying In-State Tuition: 15%
- ii. Of Students 301 and above
 - c) Those paying Out-of-State Tuition or e-Tuition: 15%
 - d) Those paying In-State Tuition: 15%

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

For Students who enroll in an E-Learning Program Course who were not recruited by the Company and who were already enrolled in the online program at the start of the E-Learning Program, the University Distribution shall be [REDACTED] and the Company Distribution shall be 25%.

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

- a. Number of Unique Students: 150
- b. Time Period for Maintaining Unique Students: The E-Learning Program must have met the minimum number of unique Students set within two (2) calendar years after the first E-Learning Program Course enrollment in the E-Learning Program.

9. **Program Tuition.** E-Learning Program per credit hour tuition rates are as follows: \$915 in-state; \$1,043 e-Learning; and \$1,286 out-of-state. The Parties acknowledge that tuition is subject to change. Financial aid will be made available to E-Learning Program Students.

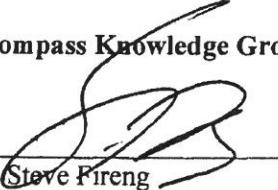
10. **Contacts and addresses for purposes of notification under the Agreement:**

If to the Company: 50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Phone: (877) 362-2638 ext. 2259
Fax: (416) 494-1891
Attention: Chief Financial Officer

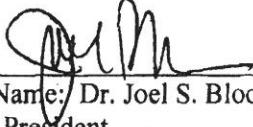
If to the University: Fenster Hall Room 180
323 Martin Luther King Blvd
Newark, NJ 07102
Phone: (973) 639-8415
Fax: (973) 596-3288
Attn: Gale Tenen Spak

IN WITNESS WHEREOF, the Parties have executed this Program Term Sheet on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By: 
Print Name: Steve Fireng
Title: President & CEO
Date: 12-12-12

New Jersey Institute of Technology

By: 
Print Name: Dr. Joel S. Bloom
Title: President
Date: 12-12-12



**Statement of Work
to Program Term Sheet #2
Master of Science in Electrical Engineering Program**

This Statement of Work ("Statement of Work") is an attachment to Program Term Sheet #2 for the Master of Science in Electrical Engineering Program ("Program Term Sheet") to the E-Learning Project Master Agreement (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("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 shall require regularly scheduled meetings via teleconference between representatives of the Company and University at least bi-monthly, unless substituted by 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 E-Learning Program Course, services, and E-Learning Program evaluations at the conclusion of each academic term 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 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 will create an A Record 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 email address either via forwarding from an xxxx@njit.edu email address to a Company email address or via an MX record that points to Company Exchange service IP address for purposes of the E-Learning Program, the method of email support will be determined

- by University. This 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 address; and (ii) the University will make a best faith effort to provide "Teaching Assistant 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.
- 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 University and Steering Committee.
- iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
- v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
- vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.

- vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
- viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include welcome calls, check-n 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 twenty two (22) Courses make up the Program:
 - a) BC1 – Bridge Course 1
 - b) BC2 – Bridge Course 2
 - c) ECE 601 - Linear Systems
 - d) ECE 673 - Random Signal Analysis
 - e) ECE 640 - Digital Signal
 - f) ECE 610 - Power Systems Steady-State Analysis
 - g) ECE 660 - Control Systems I
 - h) ECE 616 - Power Electronics
 - i) ECE 664 - Real-time Computer Control Systems
 - j) ECE 683 - Computer Network Design and Analysis
 - k) ECE 613 - Protection of Power Systems
 - l) ECE 663 - Course Placeholder
 - m) ECE 684 - Advanced Microprocessor Systems
 - n) ECE 618 - Renewable Energy
 - o) ECE 642 - Communication Systems I
 - p) ECE 605 - Discrete Event Dynamic Systems
 - q) ECE 666 - Control Systems II
 - r) ECE 645 - Wireless Networks
 - s) ECE 611 - Transients in Power Systems
 - t) ECE 661 - Control Systems Components
 - u) MGMT 685 - Operations Research and Decision Making
 - v) EM 636 - Project Management

- 2) **Total Number of Courses to be Developed:** 22
 - 3) **Total Number of Existing Online Courses:** 0
 - 4) **Total Number of Courses to be Delivered Each Year:** varies (between 11-15)
 - 5) **Total Number of Course Carousels:** 3
 - 6) **Number of Courses Being Shared across Concentrations:** 11
 - 7) **Course Length:** 15 weeks
 - 8) **Current Learning Management System (LMS) Utilized:** Moodle
 - 9) **LMS to be Utilized During e-Learning Program Term:** Moodle
- 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.
 - g) **Technical Helpdesk.** The Company shall provide 24/7 technical helpdesk services for students and faculty with telephone, email, and live chat access.

Appendix 1: Course Development Schedule



Program Term Sheet #3 Master of Science in Computer Science Program

This Program Term Sheet #3 (the "Program Term Sheet") is executed as of December ___, 2012, and is an Exhibit to the E-Learning Project Master Agreement entered into as of October 11, 2010 (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("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 Science in Computer Science and related specializations and certificates.
2. **Enrollment Term:** New Students may enter this E-Learning Program at least three (3) terms per year: Fall, Spring, and Summer (each, an "Enrollment Term").
3. **Steering Committee Designees:**
 - a. **For the University:** The Vice President for Academic and Student Services and Provost / Senior Vice President for Academic Affairs or their duly appointed representatives
 - b. **For the Company:** The Chief Operating Officer and the Senior Vice President of Academic Partnerships (Orlando) 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 date of the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
5. **Launch Fee:** Not Applicable
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:
 - a. **University Distribution:**
 - i. Of the first 300 Students
 - a) Those paying Out-of-State Tuition or e-Tuition: 40%
 - b) Those paying In-State Tuition: 35%
 - ii. Of Students 301 and above
 - a) Those paying Out-of-State Tuition or e-Tuition: 35%

- b) Those paying In-State Tuition: 15%
- b. Company Distribution:
- i. Of the first 300 Students
 - c) Those paying Out-of-State Tuition or e-Tuition: 60%
 - d) Those paying In-State Tuition: 25%
 - ii. Of Students 301 and above
 - c) Those paying Out-of-State Tuition or e-Tuition: 65%
 - d) Those paying In-State Tuition: 15%

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

For Students who enroll in an E-Learning Program Course who were not recruited by the Company and who were already enrolled in the online program at the start of the E-Learning Program, the University Distribution shall be 15% and the Company Distribution shall be 25%.

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

- a. Number of Unique Students: 150
- b. Time Period for Maintaining Unique Students: The E-Learning Program must have met the minimum number of unique Students set within two (2) calendar years after the first E-Learning Program Course enrollment in the E-Learning Program.

9. **Program Tuition.** E-Learning Program per credit hour tuition rates are as follows: \$915 in-state; \$1,043 e-Learning; and \$1,286 out-of-state. The Parties acknowledge that tuition is subject to change. Financial aid will be made available to E-Learning Program Students.

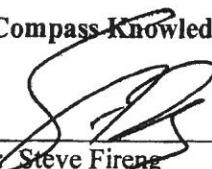
10. **Contacts and addresses for purposes of notification under the Agreement:**

If to the Company: 50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Phone: (877) 362-2638 ext. 2259
Fax: (416) 494-1891
Attention: Chief Financial Officer

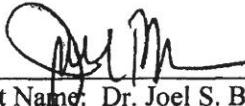
If to the University: Fenster Hall Room 180
323 Martin Luther King Blvd
Newark, NJ 07102
Phone: (973) 639-8415
Fax: (973) 596-3288
Attn: Gale Tenen Spak

IN WITNESS WHEREOF, the Parties have executed this Program Term Sheet on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By: 
Print Name: Steve Fireng
Title: President & CEO
Date: 12-12-12

New Jersey Institute of Technology

By: 
Print Name: Dr. Joel S. Bloom
Title: President
Date: 10.11.14



Statement of Work to Program Term Sheet #3 Master of Science in Computer Science Program

This Statement of Work ("Statement of Work") is an attachment to Program Term Sheet #3 for the Master of Science in Computer Science Program ("Program Term Sheet") to the E-Learning Project Master Agreement (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("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 shall require regularly scheduled meetings via teleconference between representatives of the Company and University at least bi-monthly, unless substituted by 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 E-Learning Program Course, services, and E-Learning Program evaluations at the conclusion of each academic term 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 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 will create an A Record 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 email address either via forwarding from an xxxx@njit.edu email address to a Company email address or via an MX record that points to Company Exchange service IP address for purposes of the E-Learning Program, the method of email support will be determined

by University. This 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 address; and (ii) the University will make a best faith effort to provide "Teaching Assistant 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.

- 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 University and Steering Committee.
 - iv) **Development of Mailing Lists.** The Company shall purchase, develop, and test all mailing lists.
 - v) **Execution of Market Strategy.** The Company shall be responsible for all activities related to the execution, tracking, and reporting of the marketing campaign.
 - vi) **Dissemination of Program Collateral and Application Materials.** The Company shall disseminate via hardcopy and electronic means, application materials, and other literature to interested persons and groups.

- vii) **Development and Maintenance of the Program Promotional Website.** The Company shall design, create, improve, promote, maintain, and update Internet landing pages and promotional website for each E-Learning Program to market the E-Learning Program via the Internet.
- viii) **Prospective Student Leads Management.** The Company shall track Student leads and shall report results to the Steering Committee.
- b) **Student Recruitment.** The Company shall be responsible for the following Student recruitment matters.
- i) **Student Advisement and Processing.** The Company shall be responsible for all activities related to initial contact with prospective Students, description of the E-Learning Program, explanation of distance e-learning, advisement about the admissions requirements, guidance regarding the financial aid application process, notification of schedules and deadlines, answering prospective Students' questions regarding the foregoing, and making referrals to appropriate University resources. Assistance will be given for verification of receipt of information necessary for admissions and registration, providing updates, mailing of application and registration packets, telephone support in the application process, processing of information, and receipt of necessary student documentation as requested by the University.
 - ii) **Student Follow-Up.** The Company shall maintain periodic contact with prospective Students, and shall be responsible for all activities relating to receipt and response to prospective Student requests for further information, schedules, and handouts.
 - iii) **Management of Prospective Student Database.** The Company shall be responsible for all activities related to entry, coordination, tracking, and control of prospective Student contact and application status information provided by the University, whether in electronic or hardcopy format, including maintaining confidentiality of such information unless such information falls within an exception to "Confidential Information" as that term is defined in the Agreement.
 - iv) **Management of Telephone Database.** The Company shall be responsible for all activities related to creation of scripts that may be used in discussions with, and management of, telephonic contact with prospective Students. Such scripts shall be based on discussions with representatives of the University to develop messages that incorporate the University's philosophy and culture.
- c) **Management and Retention Activities.** The Company shall be responsible for the following management and Student retention matters.
- i) **Student Retention.** The Company shall be responsible for activities related to logistical and basic technical support for Students directly related to retention-building activities. Such activities may include welcome calls, check-n 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 eighteen (18) Courses make up the Program:
 - a) BC1 – Bridge Course 1
 - b) BC2 - Bridge Course 2
 - c) CS 610 - Data Structures and Algorithms
 - d) CS 630 - Operating System Design
 - e) CS 631 - Data Management System Design
 - f) CS 656 - Internet and Higher-Layer Protocols
 - g) CS 634 - Data Mining
 - h) CS 602 - Java Programming
 - i) CSN2 - CSN Specialization Course 2
 - j) IPPR2 - IPPR Specialization Course 2
 - k) CS 652 - Computer Networks-Architectures, Protocols and Standards
 - l) CS 659 - Image Processing and Analysis
 - m) DDM2 - DDM Specialization Course 2
 - n) ALG2 - ALG Specialization Course 2
 - o) CS 673 - Software Design and Production Methodology
 - p) CS 643 - Cloud Computing
 - q) CS 696 - Network Management and Security
 - r) CS 670 - Artificial Intelligence

- 2) **Total Number of Courses to be Developed:** 18
 - 3) **Total Number of Existing Online Courses:** 0
 - 4) **Total Number of Courses to be Delivered Each Year:** 10
 - 5) **Total Number of Course Carousels:** 3
 - 6) **Number of Courses Being Shared across Specializations:** 6
 - 7) **Course Length:** 15 weeks
 - 8) **Current Learning Management System (LMS) Utilized:** Moodle
 - 9) **LMS to be Utilized During e-Learning Program Term:** Moodle
- 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.
 - g) **Technical Helpdesk.** The Company shall provide 24/7 technical helpdesk services for students and faculty with telephone, email, and live chat access.

Appendix 1: Course Development Schedule



Program Term Sheet #4 Master of Business Administration Program

This Program Term Sheet #4 (the "Program Term Sheet") is executed as of December ___, 2012, and is an Exhibit to the E-Learning Project Master Agreement entered into as of October 11, 2010 (the "Agreement") by and between Embanet-Compass Knowledge Group Inc. ("Company"), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology ("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 Business Administration and related specializations and certificates.
2. **Enrollment Term:** New Students may enter this E-Learning Program at least three (3) terms per year: Fall, Spring, and Summer (each, an "Enrollment Term").
3. **Steering Committee Designees:**
 - a. **For the University:** The Vice President for Academic and Student Services and Provost / Senior Vice President for Academic Affairs or their duly appointed representatives
 - b. **For the Company:** The Chief Operating Officer and the Senior Vice President of Academic Partnerships (Orlando) 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 date of the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year periods (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."
5. **Launch Fee:** Not Applicable
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:
 - a. **University Distribution:**
 - i. Of the first 300 Students
 - a) Those paying Out-of-State Tuition or e-Tuition: 40%
 - b) Those paying In-State Tuition: 35%
 - ii. Of Students 301 and above
 - a) Those paying Out-of-State Tuition or e-Tuition: 35%

- b) Those paying In-State Tuition: 35%
- b. Company Distribution:
 - i. Of the first 300 Students
 - c) Those paying Out-of-State Tuition or e-Tuition: 60%
 - d) Those paying In-State Tuition: 35%
 - ii. Of Students 301 and above
 - c) Those paying Out-of-State Tuition or e-Tuition: 65%
 - d) Those paying In-State Tuition: 35%

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

For Students who enroll in an E-Learning Program Course who were not recruited by the Company and who were already enrolled in the online program at the start of the E-Learning Program, the University Distribution shall be 75% and the Company Distribution shall be 25%.

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

- a. Number of Unique Students: 150
- b. Time Period for Maintaining Unique Students: The E-Learning Program must have met the minimum number of unique Students set within two (2) calendar years after the first E-Learning Program Course enrollment in the E-Learning Program.
- 9. **Program Tuition.** E-Learning Program per credit hour tuition rates are as follows: \$915 in-state; \$1,043 e-Learning; and \$1,286 out-of-state. The Parties acknowledge that tuition is subject to change. Financial aid will be made available to E-Learning Program Students.

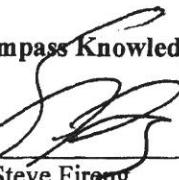
10. Contacts and addresses for purposes of notification under the Agreement:

If to the Company: 50 Northwest Point Blvd., 5th Floor
Elk Grove Village, IL 60007-1032
Phone: (877) 362-2638 ext. 2259
Fax: (416) 494-1891
Attention: Chief Financial Officer

If to the University: Fenster Hall Room 180
323 Martin Luther King Blvd
Newark, NJ 07102
Phone: (973) 639-8415
Fax: (973) 596-3288
Attn: Gale Tenen Spak

IN WITNESS WHEREOF, the Parties have executed this Program Term Sheet on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By: 
Print Name: Steve Fireng
Title: President & CEO
Date: 12-12-12

New Jersey Institute of Technology

By: 
Print Name: Dr. Joel S. Bloom
Title: President
Date: 12-12-12



**Statement of Work
to Program Term Sheet #4
Master of Business Administration Program**

This Statement of Work (“Statement of Work”) is an attachment to Program Term Sheet #4 for the Master of Business Administration Program (“Program Term Sheet”) to the E-Learning Project Master Agreement (the “Agreement”) by and between Embanet-Compass Knowledge Group Inc. (“Company”), successor in interest to Compass Knowledge Group, LLC, and New Jersey Institute of Technology (“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 shall require regularly scheduled meetings via teleconference between representatives of the Company and University at least bi-monthly, unless substituted by 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 E-Learning Program Course, services, and E-Learning Program evaluations at the conclusion of each academic term 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.
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 - 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.
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 - 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.
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- 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-n 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 twenty four (24) Courses make up the Program:
- a) HRM 601 - Organizational Behavior & Leadership
 - b) ECON 610 - Managerial Economics
 - c) ACCT 615 - Financial and Managerial Accounting
 - d) MRKT 620 - Global Marketing Management
 - e) MIS 645 - Information Systems Principles
 - f) FIN 624 - Corporate Finance
 - g) MGMT 630 - Quantitative Analysis for Business Decisions
 - h) MGMT 670 - International Business
 - i) MGMT 640 - New Venture Management
 - j) MGMT XXX - Management Consulting
 - k) MIS ELE1 - Management Information Systems Elective
 - l) MIS ELE2 - Management Information Systems Elective
 - m) MIS ELE3 - Management Information Systems Elective
 - n) FIN ELE1 - Finance Elective
 - o) FIN ELE2 - Finance Elective
 - p) FIN ELE3 - Finance Elective
 - q) MKTG ELE1 - Marketing Elective
 - r) MKTG ELE2 - Marketing Elective
 - s) MKTG ELE3 - Marketing Elective
 - t) TMGMT ELE1 - Technology Management Elective
 - u) TMGMT ELE2 - Technology Management Elective

- v) TMGMT ELE3 - Technology Management Elective
 - w) MGMT 686 - Corporate Governance
 - x) MGMT 692 - Strategic Management
- 2) **Total Number of Courses to be Developed:** 24
 - 3) **Total Number of Existing Online Courses:** 0
 - 4) **Total Number of Courses to be Delivered Each Year:** 10
 - 5) **Total Number of Course Carousels:** 3
 - 6) **Number of Courses Being Shared across Concentrations:** 12
 - 7) **Course Length:** 15 weeks
 - 8) **Current Learning Management System (LMS) Utilized:** Moodle
 - 9) **LMS to be Utilized During e-Learning Program Term:** Moodle
- 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.
 - g) **Technical Helpdesk.** The Company shall provide 24/7 technical helpdesk services for students and faculty with telephone, email, and live chat access.

Appendix 1: Course Development Schedule