

**Service Agreement**

**Academic Partnerships, LLC,**

**And**

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

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

## **IX. Limitation of Liability**

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

## **X. Warranties**

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

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

## **XI. Termination.**

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

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

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

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

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

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

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

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

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

## XII. General

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

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

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

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

If to AP:

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

With copy to:

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

If to the University:

George Ellenberg, Ph.D.  
Vice Provost

University of West Florida  
11000 University Parkway  
Pensacola, FL 32514

With copy to:

Karen Rasmussen, Ph.D.

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

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

**F. Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred.

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

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

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

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

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

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

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

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

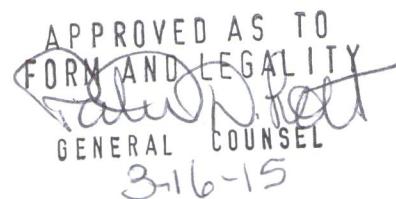
**M. Survivability.** The following Sections shall survive the expiration and termination of this Agreement: I-G, V, VII, VIII, IX, and X.

**ACADEMIC PARTNERSHIPS, LLC**

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

**THE UNIVERSITY OF WEST FLORIDA**

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



## ADDENDUM #1

### (Revenue-Based Fee)

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

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

#### ACADEMIC PARTNERSHIPS, LLC

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

#### THE UNIVERSITY OF WEST FLORIDA

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

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

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

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

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

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

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

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

**ACADEMIC PARTNERSHIPS, LLC**

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

**THE UNIVERSITY OF WEST FLORIDA**

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

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

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### **Spring 2015 Framework**

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

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

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

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

#### Graduate Level Programs

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

**Undergraduate Level Programs**

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

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

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



**EXHIBIT B**  
(University Trademarks)



**AMENDMENT 1  
TO THE  
SERVICE AGREEMENT**

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

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

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

**2. Acknowledgement**

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

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

**ACADEMIC PARTNERSHIPS, LLC**

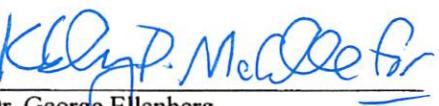
Signature: 

Name: Jeff Dawson

Title: Chief Financial Officer

Date: 10/12/17

**UNIVERSITY OF WEST FLORIDA**

Signature: 

Name: Dr. George Ellenberg

Title: Provost

Date:



Shana Gore

Director of Financial Aid

APPROVED AS TO  
FORM AND LEGALITY

 OFFICE OF THE GENERAL COUNSEL

## **AMENDMENT #2- AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**UNIVERSITY OF WEST FLORIDA**

  
Dr. George Ellenberg  
Provost

**ACADEMIC PARTNERSHIPS, LLC**

  
Randy Best  
Chairman

*4 (BJS)* ADDENDUM ~~#~~ *#4 (BJS)*

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

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

**ACADEMIC PARTNERSHIPS, LLC**

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

**THE UNIVERSITY OF WEST FLORIDA**

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

APPROVED AS TO  
FORM AND LEGALITY  
*[Signature]*  
UWF ATTORNEY  
*3/22/16*

## ADDENDUM 5

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

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

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

### ACADEMIC PARTNERSHIPS, LLC

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

### UNIVERSITY OF WEST FLORIDA

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

DocuSigned by:

  
Approved as to Form and legal Sufficiency subject to ADR CLE  
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