

E-LEARNING SERVICES AGREEMENT

THIS E-LEARNING SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of November 1, 2013 (the "**Effective Date**") by and between Everspring Inc. ("**Everspring**") and Kent State University ("**Institution**"). each a "**Party**" and collectively the "**Parties**".

OVERVIEW

WHEREAS, Everspring is an e-learning services company that partners with teaching institutions to combine educational program content with infrastructure, processes and a scalable platform for delivering on-line education programs to students;

WHEREAS, Institution is a teaching institution that desires to offer online education programs to its students; and

WHEREAS, the Parties wish to form an alliance to build and grow Institution programs on-line through delivery of integrated services to support mutually agreed upon programs of Institution, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Institution and Everspring agree as follows:

1. Structure of Agreement. This Agreement consists of the main terms and conditions set forth in the body hereof, the primary Schedules described below, and the Program Statements describing each Program as set forth in Section 2 below.

Schedule A	Service Matrix
Schedule B	Program Statement Template
Schedule C	Revenue Share Terms

Each Schedule and Program Statement attached hereto is incorporated herein by reference and made part of this Agreement. In the event of a conflict between the terms of the main body of this Agreement and one of the Schedules, the main body of this Agreement shall control except as expressly set forth in the applicable Schedule. In the event of a conflict between the terms of a Program Statement and the terms in the main body of this Agreement or the Schedules, the terms of the Program Statement shall control, but only with respect to the corresponding Program.

2. Programs. The Parties shall mutually agree upon the specific academic programs (i.e., degrees or certifications/endorsements) and the details thereof to be included within this Agreement (each, a "**Program**") as described below.

2.1. Program Statement. For each Program that the Parties mutually agree to deliver under this Agreement, the Parties will delineate the details with respect to the Program in a document substantially in the form set forth in Schedule B (each, a "**Program Statement**") setting forth details regarding the Program, including, without limitation, the following to the extent applicable to the particular Program: (i) a high level overview of the Program curriculum, as determined by Institution, and the courses required to meet the degree requirements for the Program or to be otherwise included within the Program (the "**Courses**"); (ii) a brief description of each Course in the Program, number of credit hours required, sequence and schedule of Courses and the whether each Course will be in an eight

week or fifteen week format; (iii) the target launch date for the Program; (iv) the academic term(s) during which the Program will be offered (e.g., spring, summer, fall, and/or winter) (each, an “**Academic Term**”); (v) the target number of students to be enrolled in the Program and fees generated within a mutually agreed timeframe; (vi) the Institution’s designated coordinator for each Program (each, a “**Program Coordinator**”); and (vii) any other terms that are specific to the particular Program. Each Program Statement will be subject to the terms and conditions herein and, upon execution by both Parties, shall be part of this Agreement.

2.2. Initial Program Commitment. The Institution has committed to launching twelve (12) graduate master Programs, with at least four (4) launching instruction through the Services no later than September 2014, at least four (4) more launching instruction through the Services no later than September 2015 and at least four (4) more launching instruction through the Services no later than September 2016. In the event that a total of eight (8) mutually agreed upon master Programs do not launch instruction through the Services by September 1, 2015, then the Term specified in Section 12.1 shall be extended from seven to eight years. Similarly, in the event that a total of twelve (12) mutually agreed upon master Programs do not launch instruction through the Services by September 1, 2016, such Term shall be extended from eight to nine years. The Parties shall mutually agree upon the details for each Program launching in 2015 and 2016, and execute Program Statements in connection therewith, no later than the earlier of: (a) September 1st of the prior year; or (b) one year before the target enrollment launch for applicable Program.

2.3. First Option on Additional Programs. During the Term (as defined in Section 12.1), Institution will not, directly or indirectly, develop, promote, or otherwise deliver any new on-line programs or sequence of courses (including, without limitation, masters programs, bachelor completer programs, certificate or endorsement, etc.) through any third party without first engaging in a good faith discussion for thirty (30) business days with Everspring regarding the negotiation of a Program Statement to this Agreement. During this process, Institution shall use reasonable efforts to provide the information regarding such on-line program or course requested by Everspring. Such information may include information known by Institution concerning the market potential and competitive landscape of the program or course. For purposes of clarification, this Section 2.3 shall not apply to on-line programs or courses already contracted for development by Institution with third parties prior to the Effective Date. However, if Institution’s obligations to develop or operate such programs with the applicable third parties expire or terminate for any reason, Institution shall provide Everspring the first opportunity to engage in a good faith discussion for ninety (90) days with Kent State University to negotiate an agreement to take over such programs. This Section 2.3 shall not apply to on-line programs developed and offered solely by regional campuses of the Institution.

3. Service Delivery.

3.1. Scope of Services. Everspring shall provide the following services, as more fully described in Schedule A (the “**Services**”).

3.2. Service Platform. Everspring delivers the Services and supports the Program(s) utilizing Everspring’s infrastructure, processes and platform(s) including, without limitation, the customer relationship management system, customer service tools, the web portal, social media tools, mobile applications, software interfaces and plug-ins, and such other analytics and tools reasonably determined by Everspring as necessary to support the content development and operations (collectively, the “**Service Platform**”).

3.3. Cooperation. The Parties shall reasonably cooperate in the implementation of the Programs and delivery of the Services hereunder, including through the reasonable exchange of

information, materials and access to personnel. During performance of the Services, Everspring may visit Institution's facilities and Institution shall provide reasonable access to such facilities to facilitate the Services.

Everspring shall reasonably cooperate with Institution and work directly with vendors to interface the software components of the Everspring Service Platform to the Institution systems mutually agreed upon by the parties. Institution will facilitate introductions to agreed upon third party vendors to cooperate with Everspring and Everspring will pay its own costs associated therewith. In the event that Institution's third party vendors charge any additional license or other fees for this integration, the Institution will be responsible for paying the applicable third party fees. Everspring understands that integration of the Service Platform and the Services with Banner and Blackboard represent a material requirement of this Agreement without which the Services may not be effectively provided to the University. Everspring shall not be responsible for the applicable third parties failing to cooperate.

3.4. Security Checklist. Everspring must prepare and submit to Institution the required security checklist/questionnaire prior to the Effective Date. Such checklist/questionnaire includes, but is not limited to, specific questions regarding the interface as well as a description of how Everspring currently utilizes Amazon web services for cloud based data storage.

3.5. Acceptance of Work Performed, Final Inspection. Everspring will notify Institution upon completion of integration of the Everspring Service Platform with the mutually agreed upon third party vendor solutions. The Institution will then have thirty (30) days to perform acceptance testing to validate the operation of the interfaces between the Everspring Service Platform and the applicable third party vendor solutions, and either accept such as complete or describe in good faith to Everspring the reasons for rejection. In the event such is not accepted, Everspring must provide a schedule within which measures to modify or correct the reasons provided by Institution will be taken. This schedule must be reached by mutual Agreement of both parties. Everspring shall use reasonable commercial efforts to remedy all deficiencies identified by Institution and shall continue to do so until testing is complete and all deliverables are deemed accepted by the Institution. The Institution shall not be charged for any additional remedial work completed in accordance with this paragraph. Time utilized by Everspring during this remedial period shall not be counted toward the triggers for extension under Section 2.2.

4. Institution Responsibilities.

4.1. Overview. Institution shall be responsible for performing services set forth in Schedule B ("**Institution Responsibilities**"), including, without limitation: (i) setting admissions standards and criteria and determining the admissibility of individual students and transferability of previously earned credits; (ii) maintaining student records; (iii) determining financial aid eligibility and financial aid packaging and disbursement; (iv) hiring and employing or otherwise contracting with subject matter experts to be featured in and deliver the Courses, which may include Institution faculty and other Institution course instructors, and opening and staffing sufficient sections to accommodate demand for Courses (presumes no more than 25 students per section); (v) performing all other customary university functions (e.g., registrar, bursar and academic advising); (vi) obtaining applicable accreditations and regulatory approvals, registrations, permits or licenses, faculty and university approvals, and providing all required notifications, required under applicable law or by any educational agency or governmental authority, or by any university requirements, in connection with the Program(s) or in order to otherwise provide the Programs contemplated under this Agreement; (vii) host, operate and make available to Program participants the learning management system, student information system, portal(s) and such other systems identified in Schedule B to support the Programs, as well as provide customary technical help desk and support with respect thereto; and (viii) providing all necessary interfaces and data from Institution's learning management system and student information system to integrate with Everspring's

Service Platform and support the Services. Institution shall provide at least the same level of the foregoing services and related support to students in the Program as Institution provides to its other students generally. For purposes of this Agreement, an educational agency refers to any entity or organization, whether governmental or private, that engages in granting or withholding a license, permit, approval, certification, or accreditation for the Institution, or that regulates postsecondary educational institutions or the provision of financial assistance or services to such institutions or to students attending such institutions, including the United States Department of Education, the Regional Accrediting Association, and any state educational licensing agency. The Institution shall at all times be the entity offering the program and instruction for each Program, and will be solely responsible for teaching the all of the Courses of each Program. Notwithstanding anything to the contrary in this Agreement, Everspring shall not be responsible for, and shall not incur any liabilities for, any damages or credits for a failure to perform its obligations under this Agreement if such failure is due to or as a result of the failure by Institution or its third party contractors to perform the Institution Responsibilities in a timely manner.

4.2. Domain Name: Portal Integration. Institution shall provide and configure an appropriate Internet subdomain utilizing the Institution's ".edu" domain that may be used by Everspring to host, display and promote the Program(s) online. Everspring may utilize such subdomain within Everspring's e-mail system to provide its applicable staff with Institution-branded e-mail addresses for use in connection with providing the Services for the Program(s) hereunder. Institution shall promote the Programs prominently on all Institution internet sites in such form and locations and mutually agreed by the parties.

4.3. Communication. Institution shall include Everspring on all internal distribution lists with respect to Institution events, processes or other announcements that may impact the delivery of the Services or which otherwise affects students participating in the Programs hereunder, including, without limitation, anything impacting the delivery of student services provided by Everspring hereunder. Such communication shall include reasonable advance notice of all planned downtime of Institution systems (e.g., the learning management system) that impacts students hereunder and immediate notification of material unplanned outages where possible. The parties shall mutually agree upon an escalation path through which Institution's managers/directors will regularly communicate with Everspring with respect to the status and resolution of any such outages.

5. Course Content. Institution shall be solely responsible for creating and delivering the content for all of the Courses in each Program, including but not limited to digital AV content, student text, labs, lesson plans for instructors, syllabi and any other materials necessary for a Course (collectively, the "Course Content"). As between Everspring and Institution, Institution is solely responsible for supplying and maintaining the learning management system and related systems to support Institution's delivery of the Courses and Course Content to participants. Institution shall be solely responsible for ensuring that the Programs and all Course Content satisfy the Institution's customary quality standards (including, without limitation, the "Quality Matters" standards) and that sufficient Courses and Course Content are made available by Institution hereunder to enable students to complete the applicable Program and obtain the applicable degree, certificate or comparable endorsement from Institution.

6. Relationship Administration.

6.1. Lead Representatives. Each Party will designate an individual (a "Representative") who (i) will be the primary contact for Institution in dealing with such Party under this Agreement, (ii) will have overall responsibility for managing and coordinating the delivery of the Program(s), (iii) will meet regularly with the other Party's Representative, and (iv) will have the authority to make decisions with respect to actions to be taken by such Party in the ordinary course of day-to-day management of this

Agreement. The Executive Director, Continuing and Distance Education will serve as Kent State University's Lead Representative. Upon written notice to the other Party's Representative, a Party may designate different personnel to serve as its Representative.

6.2. Steering Committee. Everspring and Institution will establish a Steering Committee (the "**Steering Committee**") composed of designated representatives of Everspring and designated representatives of Institution with decision-making authority to jointly administer the Programs. The Steering Committee will meet from time to time and at such time as its members or the Parties deem appropriate to (i) review and analyze the Parties' performance under this Agreement, (ii) review progress on the resolution of issues, (iii) provide a strategic outlook for delivery of the Programs, and (iv) attempt to resolve, or designate individuals to attempt to resolve, any disputes or disagreements under this Agreement. Either Party may change its representatives on the Steering Committee from time to time upon written notice to the other Party. In addition, the Parties may mutually agree to increase or decrease the size, purpose or composition of the Steering Committee in an effort for Everspring to better provide, and for Institution to better utilize, the Services. All actions of the Steering Committee required under this Agreement will require the mutual consent of the Parties.

6.3. Meetings and Conference Calls. The Parties will determine an appropriate set of periodic meetings or telephone (and/or video) conference calls to be held between representatives of Institution and Everspring with decision-making authority. At either Party's request, the other Party will publish its proposed agenda for any meeting sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare. All meetings will be held in such location as mutually agreed by the Parties and at the option of either Party may be held by telephone or video conference call.

7. Fees.

7.1. Institution shall determine the initial amount of all tuition and fees charged to students who participate in the Programs. Such tuition and fees may be changed from time-to-time by Institution, provided that Institution and Everspring discuss any and all material changes at least ninety (90) days prior to the effective date of such changes. Institution shall be responsible for collection of all tuition and fees from enrolled students.

7.2. In consideration of the Services provided by Everspring under this Agreement, Everspring shall receive the fees specified in Schedule C.

7.3. All amounts hereunder are stated, and all payments shall be made, in United States dollars. Payments shall be made by Institution by wire transfer or any other instrument approved by Everspring in advance in writing. Payments and reports not received by Everspring on or before the due date shall be subject to interest at a rate that is the lesser of (i) one percent (1%) per month and (ii) the maximum rate permitted under applicable law.

7.4. During the Term and for two (2) years thereafter, each Party shall maintain accurate records and books of account relating to students enrolled in the Courses and, in the case of Institution, the tuition collected from such students. Each Party agrees to allow the other Party or its representatives to review, audit and inspect its records, books of account and financial statements at their place of keeping with respect to fees due hereunder. Any review shall be conducted during the regular business hours of the Party whose records are being reviewed on reasonable prior notice and may be conducted no more than once in any twelve (12) month period.

8. Expenses. Each Party will be responsible for its own expenses, equipment, supplies and instructors, management and technical personnel as needed to perform its obligations under this

Agreement. Furthermore, 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.

9. Confidential Information; Student Information.

9.1. Definition. “**Confidential Information**” means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, a reasonable person would consider confidential, including, but not be limited to, information that relates to each Party’s business operations, financial condition, products, services or technical knowledge. Everspring’s Confidential Information includes, without limitation, the Service Platform. Each Party’s Confidential Information will remain the property of that Party except as otherwise expressly provided in this Agreement. Confidential Information shall not include information that either Party can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it; or (v) was independently developed by the receiving Party without use of the Confidential Information of the disclosing Party.

9.2. Obligations. Each of the Parties will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each Party may disclose relevant aspects of the other Party’s Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under this Agreement; provided, however, that such Party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. In addition, a Party will not be considered to have breached its obligations under this Article 9 for disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, including but not limited to disclosure under the Ohio Public Records Act as codified at Ohio Rev. Code 149.43, provided that promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party prior to making such disclosure and provides a reasonable opportunity to the other Party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.

9.3. FERPA Obligations. Institution shall maintain all educational records and information concerning all students enrolled in the Programs (“**Educational Records**”) consistent with Institution’s policies and the Family Educational Rights and Privacy Act (“**FERPA**”), and in compliance with all applicable laws. All Educational Records shall be and remain the property of Institution. Institution acknowledges that, in order to carry out the purposes of this Agreement, Institution is outsourcing certain institutional services and functions to Everspring and that Everspring will have access to all Educational Records relevant to the scope of the Services, in accordance with 34 C.F.R. 99.31(a)(1)(B). Institution acknowledges that Everspring has legitimate educational interests in access to all Educational Records because such access is relevant and necessary to carry out the purposes, services and functions under this Agreement and that such access shall be subject to and limited by 34 C.F.R. 99.31(a)(1)(B). To the extent Everspring utilizes subcontractors, Everspring shall require each such subcontractor to agree in writing to terms substantively similar to the obligations in this Article 9. Except as permitted under this Agreement, Everspring and its contractors will not disclose or release Educational Records without written authority of Institution and the student(s), except as required by judicial order, or by a lawfully issued subpoena.

9.4. Everspring will adhere to the State of Ohio breach notification requirements. Ohio Revised Code 1349.19, whereby if Everspring becomes aware of a breach of their electronic information systems, they should provide notification to Institution in the most expedient time possible. Everspring will notify Institution even if the breach does not directly impact Institution data or systems containing Institution data. Once notified that a breach has occurred, Institution may request Everspring to provide information pertaining to what data was breached, and a listing of the Institution accounts impacted. With respect to security breaches which pertain to Institution's data, Institution will be responsible for contacting individuals whose data was breached and will require that Everspring give advance notice to Institution prior to releasing any information publicly regarding the breach.

10. Branding: Use of Trade Names and Trademarks.

10.1. Branding. The Service Platform used to deliver the Courses to students and marketing materials developed for use in connection with the Programs and Courses shall be primarily branded using the Institution Marks, but shall also include Everspring Marks to indicate that Everspring is the Service Platform provider (e.g., "Powered by Everspring"). Kent State University will review and approve all materials that include Institution Marks (as defined below) and shall take into consideration each Party's trademark and branding specifications. The Institution trademarks designated by Institution for use in connection with the Programs and Courses are referred to in this Agreement as the "**Institution Marks**." The Everspring trademarks designated by Everspring for use in connection with the Service Platform are referred to in this Agreement as the "**Everspring Marks**."

10.2. Use of Other Party's Trade Name and Trademarks.

10.2.1. Subject to the terms and conditions of this Agreement, Institution hereby grants Everspring a nonexclusive, nontransferable, royalty-free license, during the Term of this Agreement, to use the Institution Marks solely for the purpose of marketing, selling, delivering and distributing the Programs and Courses in accordance with the terms of this Agreement. Everspring shall comply with Institution's trademark guidelines as are delivered to Everspring in writing with reasonable prior notice.

10.2.2. Subject to the terms and conditions of this Agreement, Everspring hereby grants Institution a nonexclusive, nontransferable, royalty-free license, during the Term of this Agreement, to use the Everspring trademarks specified and approved in advance by Everspring solely for the purpose of developing the Course Content and otherwise performing its obligations under this Agreement. Institution shall comply with Everspring's trademark guidelines as are delivered to Institution in writing with reasonable prior notice.

10.2.3. Upon request, the using Party shall provide samples of materials containing the other Party's trademarks so that such Party can verify compliance with the applicable trademark guidelines. In the event that the reviewing Party identifies any non-conformities, the using Party will, at its expense, make all reasonable changes, corrections or alterations to any proposed material that the reviewing Party identifies as necessary to comply with the existing guidelines. Each Party acknowledges and agrees that, by virtue of use under this Agreement, it does not acquire any rights of ownership in the other Party's trademarks. Institution will not register or attempt to register trademarks which, in whole or in part, incorporate or are confusingly similar to the Everspring Marks. All goodwill generated by the use of a Party's marks under this Agreement shall inure to the benefit of such Party.

11. Intellectual Property Ownership.

11.1. Overview. The Parties do not intend to convey under this Agreement, any intellectual property rights in, or associated with, any of their respective products, services or work product.

Accordingly, except as expressly set forth herein or pursuant to the express terms of a Program Statement, each Party shall retain ownership of its own products, services and intellectual property utilized or generated by such Party in connection with performance of this Agreement and nothing in this Agreement shall be construed to grant the other Party any right, title or license therein.

11.2. Ownership of Course Content and Institution Materials. The Parties agree that all right, title and interest to copyrights, trade secrets, patents and other intellectual property rights: (a) in the Course Content and all derivatives thereof, and (b) all other materials provided by Institution to Everspring for use in connection with the Program(s), will at all times remain the exclusive property of Institution. In the event that Everspring provides Institution with any comments, suggestions or other feedback with respect to the Course Content hereunder, Institution has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Everspring.

11.3. Ownership of Everspring Materials. The Parties agree that all right, title and interest to copyrights, trade secrets, patents and other intellectual property rights in: (a) the Service Platform and all modifications to or derivatives thereof, and (b) all other materials provided by Everspring to Institution for use in connection with the Program(s), will at all times remain the exclusive property of Everspring. In the event that Institution provides Everspring with any comments, suggestions or other feedback with respect to the Service Platform hereunder, Everspring has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Institution.

12. Term; Termination.

12.1. Agreement Term. Unless terminated under this Article 12, the term of this Agreement shall run from the Effective Date through seven (7) years from the first instruction date of the first Program launched under this Agreement (the “Term”); provided, however that such Term may be automatically extended pursuant to Section 2.2. Thereafter, such Term may renew in one-year intervals upon the mutual, written agreement of both parties no later than 90 days prior to the date of expiration of the current term.

12.2. Material Breach. Either Party may terminate this Agreement and/or one or more Program Statements in the event of a material breach of this Agreement by the other Party that remains uncured following sixty (60) days’ written notice of such breach.

12.3. Bankruptcy, Insolvency. Either Party may terminate this Agreement effective immediately without liability upon written notice to the other Party if any one of the following events occurs: (a) a court assumes jurisdiction of the assets of the other Party under any bankruptcy or reorganization act, (b) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party, (c) the other Party becomes insolvent or suspends business, or (d) the other Party makes an assignment of its assets for the benefit of its creditors.

12.4. Termination for Low Volumes. In the event that the aggregate number of enrolled credit hours during any two Fiscal Year period (as defined in Schedule C) falls below sixty percent (60%) of the aggregate target credit hours specified in Schedule C, Everspring may terminate this Agreement with effect to all programs upon written notice to the Institution. Prior to Everspring terminating under this Section 12.4, the Parties shall meet and discuss in good faith whether a mutually agreeable accommodation is available in lieu of termination hereunder. In the event of termination of this Agreement under this Section 12.4, Everspring shall be paid for all Services performed and documented reasonable costs incurred by Everspring under this Agreement prior to its termination to the extent not precluded under law and regulations then in effect, but shall have no further rights to any other payments under this Agreement for such Programs. Individual programs may be terminated for low volumes upon

the mutual agreement of both parties, under which circumstance, no further payments are required by either party after the date of termination.

12.5. Department of Education Regulations and Other Education Laws: Institutional Approvals. The Parties acknowledge that the regulations of the United States Department of Education (the "**Department**"), among other things, restrict the manner in which institutions that participate in the student financial assistance programs authorized by Title IV of the Higher Education Act may compensate persons and entities involved in student recruiting, enrollment admissions, retention and related activities, and that the Department may during the Term of this Agreement further revise and/or interpret such regulations in such a way that such regulations could affect the legal feasibility of the calculation and payment of fees hereunder. Should the Department revise or interpret those or other regulations in a form that, on the advice of counsel to either Party, would render infeasible payment by Institution pursuant to a percentage of tuition fees – or should any accrediting body or federal or state court or agency otherwise make a decision that materially impacts the ability of the Parties to deliver one or more of the Programs hereunder – Institution will negotiate promptly and in good faith with Everspring to modify this Agreement to address appropriate compensation for the Services hereunder as revised in accordance with such decisions. Similarly, there may be other educational laws, regulations or restrictions, or academic accreditation requirements imposed upon the Parties or the Services that could materially and adversely affect the ability of one or both of the Parties to perform their respective obligations under this Agreement. If compliance with such other laws, regulations or restrictions, including a decision by an accrediting body to either not accredit or to withdraw accreditation from a Program or from the Institution, requires material changes to the Programs or Services, then the parties shall negotiate in good faith to modify this Agreement as necessary to comply with the legal and accreditation requirements. Finally, this Agreement and/or some of the Programs hereunder may require other institutional approvals to be obtained by the Institution (whether from the Institution overall, departments, faculty senate or otherwise). If Institution is not able to obtain all of the required approvals to support launch of the Program commitment described in Section 2.2, the parties shall negotiate in good faith to modify this Agreement to obtain such approvals and adjust the obligations and economic terms accordingly. In the event the Parties are unable to modify this Agreement to comply with any such requirements, either Party shall be entitled to terminate this Agreement upon sixty (60) days' written to the other Party. In the event of such termination of this Agreement or of any Program under this Section 12.5, Everspring shall be paid for all Services performed and reasonable costs incurred by Everspring under this Agreement prior to its termination.

12.6. Survival. The obligations of Sections 7, 8, 9 and 11-15 of this Agreement and any provisions which by their nature are intended or ought to survive the termination of this Agreement shall survive the termination of this Agreement.

12.7. Effect of Termination. Termination of this or any Program Statement pursuant to the terms of this Agreement shall not result in the termination of, or otherwise affect, the Parties' rights and obligations under any other outstanding Program Statement. Unless this Agreement is terminated pursuant to Section 12.2, the Parties shall use good faith efforts to complete delivery of the Programs and Courses and related services to students through the end of the then-current Academic Term. Notwithstanding anything to the contrary in this Agreement, unless this Agreement is terminated by Institution pursuant to Section 12.2 for breach by Everspring, Everspring shall continue to provide students with access to the Programs until the end of the then-current Academic Term. Notwithstanding anything to the contrary in this Agreement, upon termination of this Agreement for any reason, Institution shall continue to pay to Everspring all amounts due and payable hereunder, including amounts due under Article 7 from Institution to Everspring upon receipt by Institution of tuition fees for the Programs and Courses from each student currently enrolled in such Programs at the time of Termination.

13. Warranties; Disclaimers; Limitation of Liability.

13.1. Everspring Warranties.

13.1.1. Everspring represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform hereunder, (ii) this Agreement has been duly authorized, executed and delivered by Everspring and constitutes a valid and binding obligation of Everspring, (iii) Everspring's performance hereunder will not violate any provision of any other agreement or violate or conflict with any other restriction of any kind or character to which Everspring is a party or by which it is bound, and (iv) the Service Platform does not and shall not infringe the copyrights, trademarks, trade secrets, publicity rights or privacy rights of any third party.

13.1.2. Everspring represents and warrants that the Services will be performed in a timely, competent, professional, and workmanlike manner and that, as an initial remedy, Everspring will re-perform without charge any Service which does not comply with such warranty to conform to or exceed standards generally observed in the e-learning industry for similar services.

13.1.3. Everspring represents and warrants that it has complied and will comply with all U.S. federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to, FERPA and laws relating to the protection of personally identifiable information.

13.2. Institution Warranties.

13.2.1. Institution represents and warrants that (i) it has full power and authority to enter into this Agreement and to perform hereunder, (ii) this Agreement has been duly authorized, executed and delivered by Institution and constitutes a valid and binding obligation of Institution, (iii) Institution's performance hereunder will not violate any provision of any other agreement or violate or conflict with any other restriction of any kind or character to which Institution is a party or by which it is bound, and (iv) the Course Content and all other materials provided by Institution for use in connection with the Program(s) satisfy the Institution's quality control standards and do not and shall not infringe the copyrights, trademarks, trade secrets, publicity rights or privacy rights of any third party.

13.2.2. Institution represents and warrants that it will perform the Institution Responsibilities in a timely, competent, professional, and workmanlike manner.

13.2.3. Institution represents and warrants that it has complied and will comply with all U.S. federal, state, and local laws and regulations applicable to its performance under this Agreement (including, without limitation, FERPA), possesses all required educational and institutional approvals and accreditations for its existing programs, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.

13.3. Disclaimer of Warranties. EXCEPT FOR THOSE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 13, EACH PARTY MAKES NO WARRANTIES WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

13.4. Disclaimer of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY

INDIRECT, SPECIAL, COST TO COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

13.5. Limitation of Liability. THE LIABILITY OF EACH PARTY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, BREACH OF CONTRACT OR OTHERWISE, TO THE OTHER PARTY FOR ANY DAMAGES ARISING UNDER THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY INSTITUTION TO EVERSPRING PURSUANT TO ARTICLE 7 DURING THE SIX (6) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. Notwithstanding anything to the contrary in this Agreement, Institution is solely liable for the Course Content, student admissions and all academic decisions under this Agreement and agrees that Everspring shall not have any liability to Institution or any third party in connection therewith.

14. Indemnification

14.1. Everspring hereby agrees to defend, indemnify, and hold harmless Institution, its parents, affiliates, and subsidiaries, and their officers, directors, agents, and employees against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Institution or the other indemnified parties based on or arising from a claim that the Service Platform infringes or misappropriates a copyright, trademark, trade secret, publicity right or privacy right of any third party. Everspring's indemnification obligations shall not apply, and Everspring assumes no liability for, any claim that arises out of the Service Platform being combined with any other software, product, equipment or materials not furnished by Everspring.

14.2. If Institution chooses to enact such indemnity, Institution agrees to promptly notify Everspring in writing of any claim that is subject to indemnification under this Article 14 to permit Everspring to defend, compromise or settle the claim. Institution shall provide reasonably available information and assistance regarding such claim, at Everspring's expense, to Everspring. Everspring shall not enter into a settlement of any such claim without the Institution's written consent unless such settlement is solely for monetary payment by Everspring or a third-party and contains an explicit and complete unconditional release of the Institution.

15. Miscellaneous.

15.1. Independent Contractor. The relationship of the Parties hereunder is that of independent contractors, and neither Party shall be considered to be a partner, joint venture, employer or employee of the other under this Agreement. This Agreement creates no agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.

15.2. Amendment. No change or modification of this Agreement shall be valid unless in writing and signed by all Parties to this Agreement.

15.3. Notice. Any notice or demand which is required or provided to be given under this Agreement shall be deemed to have been sufficiently given and received for all purposes of delivery by hand, confirmed facsimile transmission, or nationally recognized overnight courier, or three (3) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the following addresses:

Notices to Everspring shall be sent to:

Everspring, Inc.
Att'n: Jeff Conlon
1007 Church St. Ste 420
Evanston, Illinois 60201
Email: jconlon@everspringpartners.com

With a copy to:

Drinker, Biddle & Reath, LLP
1500 K Street, N.W.
Washington, DC 20005-1209
Attention: John Przyypyszny
Email: John.Przyypyszny@dbi.com

Notices to Institution shall be sent to:

Kent State University
Att'n: Deborah Huntsman
Executive Director,
Continuing & Distance Education
120 North Lincoln Street
P.O. Box 5190
Kent, OH 44242-0001
Email: dhuntsml@kent.edu

With a copy to:

Kent State University
Office of the General Counsel
Library, 2nd Floor
Kent, OH 44242-0001
Attention: Michael Pfahl
Associate University Counsel
Email: mpfahl@kent.edu

or to such other facsimile number or address, and to the attention of such other person(s) or officer(s) as either Party may designate by written notice.

15.4. Assignment. Neither Party may assign this Agreement, or any of its interest herein, without the prior written consent of the other Party; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business related to the subject matter of this Agreement or any merger, sale of a controlling interest or other change of control of such Party. This Agreement shall apply to and bind the successors and permitted assigns of the Parties.

15.5. Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

15.6. Headings: Gender. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

15.7. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.

15.8. Entire Agreement. This Agreement supersedes all previous discussions, negotiations, understandings and agreements between the Parties with respect to its subject matter, and constitutes the entire Agreement between the Parties. No oral statements or prior written material not specifically

incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein and signed by authorized representatives of both Parties. This Agreement is a collaborative drafting effort and the provisions of this Agreement shall not be construed against a Party as the purported drafter.

15.9. Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

15.10. Counterparts. This Agreement may be executed in one or more counterparts, with signatures delivered by fax or emailed PDF documents with subsequent delivery of original signatures, all of which counterparts when taken together shall comprise one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

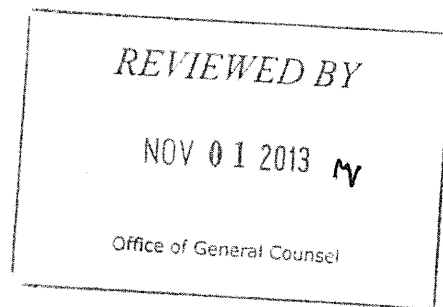
EVERSPRING INC.

By: [Signature]
Name: Jeffrey J. Conlen
Title: CEO
Date: 11/5/13

KENT STATE UNIVERSITY

By: [Signature]
Name: Gregg Floyd
Title: Sr. Vice President, Finance & Administration
Date: 11/13

By: [Signature]
Name: Todd Diacon
Title: Provost & Sr. Vice President
Academic Affairs
Date: 4 Nov 2013



Schedule A
Service Matrix

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

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RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

RC 149.43(A)(1)(v)

Schedule B

Program Statement #001

This Program Statement is made and entered into as of November 1, 2013, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the “**Agreement**”) between Everspring Inc. (“**Everspring**”) and the Kent State University (“**Institution**”). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	Master of Public Administration
Program Description	Kent State University's MPA Program seeks to enhance the quality of public sector and non-profit management by teaching ethical leadership and theoretical understandings of administration; enhancing knowledge, analytical skills, and technical abilities; and emphasizing experiential learning opportunities to apply theory and skills. Toward that end, the program provides professional-level graduate education to pre- and in-service students through a high quality online format.
Program Coordinator	Anthony Molina
Course Details	12 - Number of courses in Program 36 - Total number of credit hours in Program
	Course list w/ 3-5 sentence description of each course
	PADM 60371 Graduate Introduction to Public Administration Introductory graduate course to the theory and study of public administration. Topics include: evolution and characteristics of the modern nation state, the critical role public bureaucracy in any nation-state, intergovernmental relations, formal and informal groups and their role in policy, legal-regulatory processes, historical evolution of public administration as an academic field, major paradigms in organizational theory and internal organization dynamics.
	PADM 60377 Public Budgeting and Financial Management This course focuses on two aspects of public finance: budgeting and financial management. Relative to budgeting, students are taught about budgets as mechanisms for resource control and allocations, as legal documents, different formats and cross-walking of formats, budget preparation, legislative review, budget implementation, and auditing. Relative to financial management, students are taught budget analysis, debt management, fund accounting, and forecasting.
	PADM 60375 Public Personnel Administration Study of public personnel systems, including underlying system values and current problems, with emphasis on skill development and understanding of techniques for public personnel managers.

	<p>PADM 60379 Program Evaluation</p> <p>Introduction to evaluation of government programs. Emphasis on familiarizing students with the theory and, specifically, the techniques utilized under different evaluation formats.</p>
	<p>PADM 60381 Methods in Public Administration</p> <p>This course is a graduate-level introduction to statistical methods and their use in public administration.</p>
	<p>PADM 60574 Strategic Planning</p> <p>Introductory course for all M.P.A. students. Focus is on "macrolevel" understanding of government agencies: institutional context, agency-environment linkages, internal dynamics, role in public policy.</p>
	<p>PADM 60470 Personal Accountability in the Public Service</p> <p>This course is concerned with basic issues of morality and ethics associated with public service roles in a democratic society. The focus is on students internalizing their role in the public sector as stewards of the public trust. Topics covered include the dimensions of stewardship, maintaining personal honor, protecting the dignity and liberty of citizens, the dimensions of justice, anti-corruption devices and incorporating these dimensions as managers in their personal decision-making and throughout the organization.</p>
	<p>PADM 60386 Public Sector IT Management</p> <p>This course focuses on the management of information technology (IT) systems in public sector agencies. Specific topics covered include: planning and acquisition of hardware and software and networks, organizational governance and implementation, information security and privacy legal issues surrounding IT management, service delivery and emerging enterprise technologies.</p>
	<p>PADM 60492 Capstone Seminar</p> <p>Capstone course required for all MPA students. Students will complete an approved, written project that is analytical and research-based.</p>
	<p>3 Electives to be determined</p>

Course Sequence and Schedule																	
Year	Semester	7 Week	Carousel	Cohorts													
				1	2	3	4	5	6	7	8	9	10	11	12	13	Total
1	fall 14	1	PADM 60371 Graduate Introduction to Public Administration	25													
		2	PADM 60381 Methods in Public Administration	25												25	
	spring 15	1	PADM 60377 Public Budgeting and Financial Management	25	25												
		2	PADM 60375 Public Personnel Administration	25	25											50	
	summer 15	1	Elective 1 TBD	25	25	25											
		2	Elective 2 TBD	25	25	25										75	
	2	fall 15	1	PADM 60371 Graduate Introduction to Public Administration		25	25	25									
				PADM 60381 Methods in Public Administration		25	25	25									
			1	PADM 60574 Strategic Planning	25												
			2	PADM 60470 Personal Accountability in the Public Service	25											100	
spring 16		1	PADM 60377 Public Budgeting and Financial Management			25	25	25									
			PADM 60375 Public Personnel Administration			25	25	25									
		1	PADM 60379 Program Evaluation	25	25												
		2	PADM 60386 Public Sector IT Management	25	25										125		
summer 16		1	Elective 1 TBD				25	25	25								
		2	Elective 2 TBD				25	25	25								
	1	PADM 60574 Strategic Planning		25	25												
	2	PADM 60470 Personal Accountability in the Public Service		25	25												
	1	Elective 3 TBD	25														
	2	PADM 60492 Capstone Seminar	25											150			
3	fall 16	1	PADM 60371 Graduate Introduction to Public Administration					25	25	25							
			PADM 60381 Methods in Public Administration					25	25	25							
		1	PADM 60379 Program Evaluation			25	25										
			PADM 60386 Public Sector IT Management			25	25										
		2				25	25										
		1	Elective 3 TBD	25													
		2	PADM 60492 Capstone Seminar	25											150		
		Course Length			7 weeks (the academic calendar will support no fewer than three (3) starts per academic year and ideally six (6) starts per academic year)												
Target Launch Date			September 2014														
Instructional Design Delivery Date			Institution shall load the Course Content for the Courses in the Program into Institution's learning management system in accordance with the following timeline:														

Course Length	7 weeks per course														
Target Launch Date	[September 2014]														
Instructional Design Delivery Date	<p>Institution shall load the Course Content for the Courses in the Program into Institution's learning management system in accordance with the following timeline:</p> <ul style="list-style-type: none"> - 100% of all launch Courses loaded at least [six (6)] months prior to the first instruction date for the Program; - 50% of all remaining Courses loaded prior to the first instruction start date for the Program; and - All remaining Courses loaded within four (4) months of such first instruction date <p>For purposes of this Program Statement, "launch Courses" refers to the initial courses (no less than four (4)) in the Program sequence.</p>														
Target Enrollment (Total Enrolled Average Students)	<p>[SAMPLE]</p> <table> <tr><td>Year 1:</td><td>25</td></tr> <tr><td>Year 2:</td><td>101</td></tr> <tr><td>Year 3:</td><td>191</td></tr> <tr><td>Year 4:</td><td>254</td></tr> <tr><td>Year 5:</td><td>289</td></tr> <tr><td>Year 6:</td><td>300</td></tr> <tr><td>Year 7:</td><td>313</td></tr> </table>	Year 1:	25	Year 2:	101	Year 3:	191	Year 4:	254	Year 5:	289	Year 6:	300	Year 7:	313
Year 1:	25														
Year 2:	101														
Year 3:	191														
Year 4:	254														
Year 5:	289														
Year 6:	300														
Year 7:	313														

Everspring Inc.

[Departmental Provost/Dean]**

By: [Signature]

By: [Signature]

Name: James L. Blank

Name: James L. Blank

Title: CEO

Title: Interim Dean, A&S

Date: 11/2/10

Date: _____

Institution**

By: [Signature]

Name: James L. Blank

Title: Interim Dean, A & S

Date: 11/2/10

** Each Program Statement to be signed by a Provost or Dean of the applicable department with signing authority, as well as by an executive of the overall institution.

James L. Blank
Interim Dean, A & S
College of Arts & Sciences
University of North Carolina
Chapel Hill, NC

Program Statement #002

This Program Statement is made and entered into as of November 1, 2013, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the "**Agreement**") between Everspring Inc. ("**Everspring**") and the Kent State University ("**Institution**"). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	MS in IAKM User Experience Design (to be changed to: MS in User Experience Design)
Program Description	<p>UXD program:</p> <ul style="list-style-type: none"> • Prepare professional user experience designers to work in agencies and within organizations • Immerse students in the following major components of UXD: <ul style="list-style-type: none"> ○ Information Architecture ○ Usability ○ Content Strategy ○ Organization of Information ○ User research
Program Coordinator	David Robins
Course Details	<p>12 - Number of courses in Program</p> <p>36 - Total number of credit hours in Program</p>
	Course list w/ 3-5 sentence description of each course
	<p>60120 Principles and Concepts – introductory course – 1st course in sequence</p> <p>This course will provide students with an overview of UXD, related fields, design methods, the role of research in design processes and an overview of the UXD program.</p>
	<p>60121 Methods and Practice – introductory course – 2nd course in sequence</p> <p>This course will provide students with an overview of how user experience designers go about their work. Students will learn how sketching, idea generation and methods of producing design deliverables are used in the UXD curriculum and in real world practice.</p> <p>The 2 intro courses offer students a foundation that will allow them to enter the course carousel at any point.</p>
	<p>60105 Information Technology</p> <p>Covers four aspects of information technology: essential technology concepts, the making of software, the social consequences of information technology and the role of non-programmers in technology design.</p>
	<p>60104 Usability I</p> <p>Provides a conceptual and practical overview of the processes and methods of</p>

	usability testing, such as Think Aloud protocols, performance measurements and eye-tracking analysis.
	60114 Usability II Provides students with an understanding of qualitative and quantitative research methods appropriate for conducting advanced studies of human interaction with computers. In addition, students learn how to evaluate, purchase, implement and operate equipment for usability labs in a manner consistent with research methods.
	60101 Information Architecture Introduction to the fundamental concepts and practices of information architecture (IA). Students develop practical skills for comparing, analyzing, critiquing and designing information architectures. Major topics include organization, navigation, labeling, search and other core IA concepts. Students learn to create blueprints, wireframes, process flows and other documents used to communicate an information architecture design.
	60112 Advanced Information Architecture Web site design from emerging directions, such as the separation of content from presentation with e.g., the use of Cascading Style Sheets (CSS) for formatting web-based documents. The course includes considerations of making web sites compliant with federal regulations or other standards and validation for various markup guidelines.
	60195 Content Strategy I Overview, history of content strategy in a UX context. Experience with crafting online content with user needs in mind.
	60196 Content Strategy II In depth analysis and practice with content promotion and optimization
	60103 Researching the User Experience Design research seeks to understand user needs, goals and tasks. Deals with research methods for human-centered design of information-rich artifacts and experiences. Covers interviews, surveys, diary studies and other methods applicable to the formative stages of the design process. Students learn to distill research findings into audience segments, user profiles, personas, scenarios and other documents that model user behavior
	60113 User and Task Analysis In order to design and develop effective user interfaces, task analysis process and theory are explored and applied via principles drawn from anthropology, ethnography, cognitive psychology, document and instruction systems design and market research.
	60002 Knowledge Organization Systems

			Introduction to various types of knowledge organization systems/services/structures (KOS) used in the networked environment. Understanding of the functional, philosophical, logical and linguistic fundamentals of KOS. Explanation of design options, features of KOS, and procedures to be used in the thesaurus, taxonomy and ontology construction.				
Course Sequence and Schedule							
Yr	Sem	7-Wk Ses- sion	Intro Courses	Carousel Courses	Cohort		
					1	2	3
1	1	1	Intro I				
		2	Intro II				
	2	1	Intro I	Usability I			
		2	Intro II	Usability II			
	3	1	Intro I	Information Architecture I			
		2	Intro II	Information Architecture II			
2	4	1	Intro I	Content Strategy I			
		2	Intro II	Content Strategy II			
	5	1	Intro I	Researching the User Experience			
		2	Intro II	User and Task Analysis			
	6	1	Intro I	Information Technology			
		2	Intro II	Knowledge Organization Systems			
3	7	1	Intro I	Usability I			
		2	Intro II	Usability II			
	8	1	Intro I	Information Architecture I			
		2	Intro II	Information Architecture II			
	9	1	Intro I	Content Strategy I			
		2	Intro II	Content Strategy II			
Course Length			7 weeks (the academic calendar will support no fewer than three (3) starts per academic year and ideally six (6) starts per academic year)				
Target Launch Date			September 2014				
Instructional Design Delivery Date			Institution shall load the Course Content for the Courses in the Program into Institution's learning management system in accordance with the following timeline: -- 100% of all launch Courses loaded at least [six (6)] months prior to the first instruction date for the Program;				

	an (less than four (4)) in the Program sequence.
Target Enrollment (Total Enrolled Average Students)	[SAMPLE]
	Year 1 25
	Year 2 80
	Year 3 151
	Year 4 190
	Year 5 200
	Year 6 200
	Year 7 200

Everspring Inc.

[Departmental Provost/Dean]**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Institution**

By: _____

Name: _____

Title: _____

Schedule B
Program Statement Template

Program Statement # _____

This Program Statement is made and entered into as of _____, and is subject to the terms of, and incorporated by reference into, the E-Learning Services Agreement (the "**Agreement**") between Everspring Inc. ("**Everspring**") and the _____ ("**Institution**"). All capitalized terms not otherwise defined in this Program Statement shall have the meaning specified in the Agreement.

Program Title	
Program Description	
Program Coordinator	
Course Details	-- Number of courses in Program; -- Total number of credit hours in Program -- Course list w/ 3-5 sentence description of each course -- Course sequence -- Course Schedule
Course Length	[7 weeks or 15 weeks per course] (the academic calendar will support no fewer than three (3) starts per academic year and ideally six (6) starts per academic year)
Target Launch Date	[September 2014]
Instructional Design Delivery Date	Institution shall load the Course Content for the Courses in the Program into Institution's learning management system in accordance with the following timeline: -- 100% of all launch Courses loaded at least [six (6)] months prior to the first instruction date for the Program; -- 50% of all remaining Courses loaded prior to the first instruction start date for the Program; and -- All remaining Courses loaded within four (4) months of such first instruction date. For purposes of this Program Statement, "launch Courses" refers to the initial courses (no less than four (4)) in the Program sequence.
Target Enrollment (Total Enrolled Average Students)	[SAMPLE] Year 1: 25 Year 2: 86 Year 3: 151 Year 4: 190

	Year 5: 225
	Year 6: 250
	Year 7: 275

EVERSPRING INC.

By: _____

Name: _____

Title: _____

Date: _____

[DEPARTMENTAL PROVOST/DEAN]**

By: _____

Name: _____

Title: _____

Date: _____

INSTITUTION**

By: _____

Name: _____

Title: _____

Date: _____

*** Each Program Statement to be signed by a Provost and Dean of the applicable department with signing authority, as well as by an executive of the overall Institution.*

Schedule C
Revenue Share Terms

RC 149.43(A)(1)(v)



RC 149.43(A)(1)(v)

