

**MASTER SERVICES AGREEMENT #15484  
BETWEEN ALL CAMPUS, LLC AND PURDUE UNIVERSITY**

This Services Agreement ("Agreement") is made and entered into this 23rd day of May, 2016, by and between All Campus, LLC ("All Campus"), with offices located at 20 North Clark Street, Suite 3300, Chicago, Illinois, and Purdue University ("Purdue"), with offices located at 401 South Grant Street, West Lafayette, Indiana 47907. All Campus and Purdue may be individually or collectively referred to herein as a "Party" or "Parties".

In consideration of the payments agreed to be made and the other covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. DEFINITIONS**

The following definitions shall apply to terms in this Agreement, including without limitation any Statement of Work hereunder. Other defined terms are found in their relevant sections of this Agreement and any applicable Statement of Work.

1.1 "Purdue Designee" shall mean and refer to the person appointed by Purdue who shall act as a liaison between Purdue and All Campus for matters related to this Agreement, including without limitation any Statement of Work hereunder except as otherwise provided therein, and who shall be responsible for overseeing performance by Purdue of its obligations under this Agreement. As of the Effective Date, the Purdue Designee shall be Michael Eddy.

1.2 "Confidential Information" shall mean all information provided to or in connection with either Party's performance under this Agreement, including, without limitation, any Statement of Work, including, without limitation, (i) the terms of this Agreement; (ii) marketing strategies and targeting methods; (iii) business objectives and strategies; (iv) trade secrets, techniques and technical, developmental, cost and processing information; (v) other confidential or proprietary information; (vi) all Social Security Numbers; (vii) all "Protected Health Information," as that term is defined in 45 C.F.R. §160.103, as amended, of the Health Insurance Portability and Accountability Act (HIPAA) regulations; (viii) all information contained in any "Education Records," as that term is defined in 34 C.F.R. §99.3, as amended, of the Family Educational Rights and Privacy Act (FERPA) regulations; and (ix) all information protected by any other applicable federal, state or local law, statute, regulation, rule or ordinance imposing privacy or security obligations.

1.3 "Cumulative Annual Enrollment" means the total number of course enrollments for students Enrolled in all Programs for each Enrollment Period. For purposes of this Agreement, "course enrollment" shall mean each course in any and all Programs in which a student is Enrolled. For example, if a student is Enrolled in three courses in a Program within a single Academic Term, this will constitute three course enrollments for purposes of calculating Cumulative Annual Enrollment, and, if a student is Enrolled in one course in each of three successive Academic Terms, this will constitute three course enrollments for

purposes of calculating Cumulative Annual Enrollment. As used herein, "Academic Term" means any period in which a student initiates and completes an academic course.

1.4 "All Campus Services System Materials" shall mean and refer to any web based or web enabled materials that All Campus utilizes in the development of online curriculum.

1.5 "All Campus Designee" shall mean and refer to the person appointed by All Campus who shall act as a liaison between Purdue and All Campus for matters related to this Agreement, including without limitation any Statement of Work hereunder except as otherwise provided therein, and who shall be responsible for overseeing performance by All Campus of its obligations under this Agreement. All Campus will assign both a senior executive level designee and an operational level designee.

1.6 "All Campus Online Delivery Services" shall mean the marketing, student recruitment, retention services, and operations management delivered by All Campus to Purdue.

1.7 "All Campus Sales System Materials" shall mean and refer to certain web pages, domains and databased owned and created heretofore or hereafter by All Campus in connection with the marketing of the Programs.

1.8 "Effective Date" shall mean the date and year first set forth above in the introductory paragraph of this Agreement.

1.9 "Enrolled" means registered and attending at least one course within such Program.

1.10 "Enrollment Period" shall mean each successive period of twelve (12) months following the Service Commencement Date.

1.11 "Minimum Enrollment Threshold" shall mean the minimum Cumulative Annual Enrollment in each Enrollment Period.

1.12 "Program" shall mean and refer to each of the individual online academic programs developed under this Agreement and identified in a Statement of Work, and "Programs" shall mean the plural of Program. The name of each Program, The specific nature, scope, and other operational details of each Program, and the Minimum Enrollment Threshold and other terms and conditions of each Program which are different than or in addition to the general terms and conditions set forth in this Agreement shall be specified in a Statement of Work, or amendments thereto, covering such Program.

1.13 "Purdue Materials" shall mean the curricula that will be used for the Programs.

1.14 "Revenue Sharing" shall mean Purdue's sharing with All Campus of revenue arising from Programs as compensation for Services performed by All Campus, in the

percentages and as defined and otherwise provided in the applicable Statement of Work, or amendment thereto, for each Program, and as provided in this Agreement.

1.15 "Services" shall mean the services to be provided by All Campus to Purdue in accordance with this Agreement, including without limitation, any Statement of Work.

1.16 "Service Commencement Date" shall mean the first date that a student is enrolled in any of the Programs.

1.17 "Statement of Work" shall mean any Statement of Work made and delivered by the Parties in connection with this Agreement, each shall be consecutively numbered, dated and signed by duly authorized representatives of the Parties, and each of which shall constitute an amendment to this Agreement and shall be deemed a part of this Agreement.

1.18 "Term" shall have the meaning provided in Section 3 of this Agreement.

## **2. SERVICES; REVENUE SHARING; RELATIONSHIP**

2.1 Services. All Campus shall provide to Purdue the Services specified in this Agreement and each Statement of Work in effect from time to time under this Agreement as specified herein and therein.

### **2.2 Revenue Sharing; Payments**

2.2.1 Fees. Purdue shall pay to All Campus the amounts required by the Revenue Sharing arrangements and other amounts, if any, in each case as specified in this Agreement and each applicable Statement of Work (collectively "Fees"), against invoices therefor prepared and delivered to Purdue by All Campus from time to time.

2.2.2 Payment. Purdue shall pay all invoices for Fees submitted by All Campus within thirty (30) business days after receipt of the invoice.

2.2.3 Termination or Expiration. Upon termination for any reason or expiration of this Agreement or any Statement of Work, Purdue shall pay All Campus all Fees accrued and unpaid hereunder or thereunder through the termination or expiration date, all of which shall be paid in full no later than the date of termination or expiration if the invoice is received prior thereto, or within thirty (30) business days after receipt of the invoice if the invoice is received thereon or thereafter.

2.2.4 Invoice Disputes. In the event of Purdue desires to assert any dispute as to any invoice, Purdue shall timely pay the undisputed amount of the invoice and inform All Campus in writing of the particulars of the dispute in reasonable detail no later than the date the disputed amount is otherwise due, whereupon the Parties shall work together reasonably and in good faith to expeditiously resolve the dispute.

**2.3 Marketing: Preparation and Approval of Marketing Materials.** As part of marketing the Programs, All Campus shall prepare and distribute, at its sole cost, promotional literature, advertising copy, design ideas and other marketing materials (collectively, "Marketing Materials"). All such Marketing Materials shall be provided to Purdue's Designee for review and written approval within ten (10) business days prior to its anticipated use. If Purdue does not so timely approve the Marketing Materials in writing, Purdue shall provide to All Campus within ten (10) business days following submission a written explanation describing the reasons for such failure to approve and an explanation for necessary corrections to receive Purdue's approval. Approval by Purdue's Designee shall not be unreasonably withheld or delayed, and if notice of failure to approve is not received by All Campus within ten (10) business days following submission of the Marketing Materials to Purdue's Designee, the Marketing Materials shall be deemed approved.

**2.3.1 Limited Rights in Marketing.** The Marketing Materials shall incorporate certain trademarks, trade names and logos as set forth in Schedule 2.3.1 (collectively the "Marks"), where use of such Marks shall be subject to the review and approval rights, and refusal and editorial rights with respect to All Campus and Purdue's trade names and logos and in Marketing Materials set forth in this Section 2.

**2.3.2 Right to Use.** Purdue grants to All Campus a non-exclusive, non-transferable, limited license to use Purdue's Marks in any Marketing Materials in connection with All Campus's marketing and promotion of each Program for the Term of this Agreement ("Marks License"). The Marketing Materials shall: (a) clearly identify Purdue as the owner of the Marks; (b) conform to Purdue's then-current trademark and logo guidelines; and (c) include local notice or markings as required by law. Each of the Marks has been in use by Purdue in the marketplace prior to the date of this Agreement and there is a level of quality associated with each Mark. All Campus agrees to use the Marks only in a manner which reflects positively (in the reasonable discretion of Purdue) on the goodwill of the Marks. The Marks License granted herein is personal to All Campus and its permitted assign hereunder and shall not include the right of All Campus to use the Marks, or any arguably confusingly similar term, as part of any Internet domain names.

**2.3.3 Ownership.** All Campus acknowledges that its utilization of Purdue's Marks will not create in All Campus, nor will All Campus claim All Campus has, any right, title, or interest in or to Purdue's Marks other than the limited right of use expressly granted herein. Purdue acknowledges that All Campus will utilize certain All Campus Sales System Materials created by All Campus in connection with the marketing of the Programs, and the utilization of the All Campus Sales System Materials under this Agreement will not create in Purdue, nor will Purdue represent Purdue has, any right, title or interest in or to any All Campus Sales System Materials.

**2.3.4 Infringement by Third Parties.** All Campus agrees to promptly notify Purdue of any potential acts of infringement of Purdue's Marks by third parties as they come to All Campus's attention, but will take no other action unless and until requested

to do so by Purdue. Any action requested by Purdue to be taken by All Campus shall be at Purdue's expense.

**2.3.5 Effect of Termination on Marks License.** The Marks License granted in Section 2.3.2 shall terminate immediately upon termination or expiration of this Agreement, whereupon All Campus shall immediately take measures to cease any and all use of Purdue's Marks by All Campus and destroy, or return to Purdue at Purdue's request, the Marketing Materials. Use of Purdue's Marks shall not continue more than thirty (30) days after the termination or expiration of this Agreement without the express written permission of Purdue.

**2.4 License to Purdue Materials.** Purdue grants to All Campus a non-exclusive, non-transferable, limited license to (a) reproduce the Purdue Materials in digital form of display on its website and (b) reproduce, transmit, communicate, display or distribute the Purdue Materials in accordance with this Agreement. All Campus shall give Purdue credit in connection with the exploitation of the Purdue Materials by identifying Purdue in a prominent manner in conjunction with the Purdue Materials as displayed on the website, where such identification shall be subject to Purdue's review and approval.

**2.5 Regulatory Compliance.** All Campus and Purdue each shall use commercially reasonable efforts to operate the Programs and perform their respective obligations under this Agreement in compliance with all applicable statutes, regulations, rules, ordinances, laws and standards that may from time to time be imposed upon such Party or the Programs by any federal, state and local regulatory agencies or other governmental authorities having jurisdiction over All Campus, Purdue or the Programs. Purdue shall use commercially reasonable efforts to perform its obligations under this Agreement in compliance with all applicable standards which may from time to time be imposed by the Regional Accrediting Association which accredits Purdue. Purdue and All Campus acknowledge and agree that after the Effective Date new or modified standards and regulations may be imposed by a recognized Regional Accrediting Association or regulatory agencies having jurisdiction over Purdue or the Programs that could materially adversely affect the ability of either or both Parties to recruit and admit students or make the payments contemplated hereunder or otherwise perform this Agreement as required or contemplated hereby. Purdue shall notify All Campus of the same as soon as any such new or modified standards and regulations are publicly proposed or issued or amended, withdrawn or repealed, and Purdue and All Campus shall work together to achieve compliance with the same in a manner that reflects the benefits of the bargain contained in this Agreement. Specifically, if believed necessary reasonably and in good faith, each Party shall suggest to the other Party amendments and modifications to the terms of this Agreement that are reasonably aimed at achieving the goal identified in the preceding sentence. In the event that a Party receives the written opinion or advice of its legal counsel that such Party's continued performance of this Agreement as required or contemplated hereby would violate a material law, statute, rule, regulation, ordinance, or, in the case of Purdue, accreditation standard, and after providing a copy of said written opinion or advice to the other Party, the Parties, each acting reasonably and in good faith, do not reach agreement on amendments or modifications necessary for the Parties to be compliant with the same within a time period reasonable in relation to the potential consequences of such violation, such Party may terminate this Agreement

or any applicable Statement of Work by providing written notice to the other Party specifying the effective date of termination and specific reasons therefor, whereupon, the Parties will work diligently together to wind down the activities required or contemplated by this Agreement or the Statement of Work, as applicable, in a manner aimed to provide the least amount of inconvenience, expense, loss and risk to the Parties, each Party acting reasonable and in good faith.

2.6 Access to Personnel. All Campus shall have reasonable access to Purdue's management, professional and operating personnel necessary or desirable for All Campus's performance of its obligations under this Agreement. All Campus's obligation to conform to any time schedule set forth in this Agreement, Statement of Work or Exhibits and Schedules hereto or thereto, if any, or by later agreement, is subject to All Campus receiving the timely and continuing cooperation of Purdue, its employees and agents.

2.7 Promotional Literature and Advertising Review. Purdue shall review all Marketing Materials submitted by All Campus in accordance with Section 2.3.

2.8 Academic and Other Records; Review by All Campus; Enrollees.

2.8.1 Records/Review. During the Term of this Agreement and for the longer of a period of sixty-six (66) calendar months following termination or expiration of this Agreement or any Statement of Work, as applicable, or the time required by applicable law, Purdue will keep and maintain accurate records and books of account with respect to the business conducted pursuant to this Agreement and academic records and information concerning all students enrolled in the Programs. Course credits earned by students enrolled in the Programs shall be posted to Purdue's transcript records in accordance with the then-current practices of Purdue. All such records and books of account and student enrollment and financial records shall remain the sole property of Purdue, but All Campus shall be given reasonable access and use of said records for accounting and verification of fees that are due All Campus under this Agreement including any Statement of Work. In the event the access and use given All Campus by Purdue does not meet All Campus's needs for accurate and/or timely information, the parties agree to meet together and to use their commercially reasonable efforts to determine an access and use methodology that meets All Campus's requirements for access and use of student records.

2.8.2 Confidentiality. All such records shall be treated as Confidential Information hereunder to maintain the confidentiality of all student information and shall not be disclosed to any third parties, except as All Campus or Purdue is required to disclose such information by applicable law or order of a court or governmental agency. In the event a Party is requested to disclose such information, that Party shall notify the other Party of such request. All Campus acknowledges and agrees that it shall comply with all State and Federal laws, rules or regulations pertaining to confidentiality of student records, including, without limitation, the Family Education Rights and Privacy Act (FERPA) and any amendments thereto. During the aforementioned period, if an Enrollee drops from the

Programs and must reapply to the Programs to be admitted, they will no longer be considered an Enrollee for the purposes of this Agreement.

2.8.3. Class Rosters; Fee Underpayments. All Campus will be entitled during the Term of this Agreement and for a period of sixty-six (66) calendar months following termination or expiration of this Agreement or any Statement of Work, as applicable, to receive a certified and audited class roster each semester from Purdue's records of the business conducted pursuant to this Agreement. All Campus will cross reference the class roster with their internal records and if such an audit indicates a fee underpayment to All Campus by Purdue, Purdue will promptly issue payment for the fee balance due.

2.9 Use of Technology Equipment/Software. At no charge to All Campus, Purdue shall provide All Campus access to Purdue's existing equipment, equipment services, programs and supplies so that All Campus may perform its obligations under this Agreement.

2.10 Use of Third Party Software/Hardware. Purdue shall be solely responsible at its sole cost for obtaining the right for All Campus to have access to and to use all software and hardware necessary for All Campus to perform its Services. Purdue shall obtain all permissions required from third party vendors, including sublicenses if any are required. All Campus shall not be liable to Purdue for non-performance if All Campus's non-performance is caused wholly or in part by Purdue's failure to obtain the requisite access for All Campus to any such hardware or software.

2.11 Business Reviews. The Purdue Designee and All Campus Designee shall meet on a bi-annual basis to review performance against each party's obligations under this Agreement.

### 3. TERM

Term. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect, unless earlier terminated in accordance with Section 8, for a period of five (5) years after the Service Commencement Date (the "Initial Term") for the first Program(s) under this Agreement pursuant to any Statement of Work. Thereafter, this Agreement shall automatically renew for successive one year terms (each a "Renewal Term" and together with the Initial Term the "Term") unless notice is provided by a Party to the other Party of its intent not to renew, which notice must be delivered at least 90 but not more than 180 days prior to the end of the then current Term. Notwithstanding anything to the contrary in this Agreement, if the term of any Program as provided in any Statement of Work applicable thereto is longer than the Term of this Agreement, the Term of this Agreement shall automatically extend through the term of such Program, and this Agreement shall continue to govern through such Program term.

#### **4. REPRESENTATIONS AND WARRANTIES**

##### **4.1 All Campus Warranties**

4.1.1 All Campus warrants to Purdue that (i) the professional staff it assigns to perform All Campus Online Delivery Services and perform the All Campus responsibilities under this Agreement shall be competent to perform the Services rendered by them, and (ii) the All Campus Online Delivery Services and All Campus responsibilities shall be performed in a good and workmanlike manner.

4.1.2 All Campus warrants that its compensation of its employees or other persons who perform any student recruitment or admission activities for All Campus under this Agreement is and will continue to be in compliance with Section 487(a)(20) of the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a)(20)), or any successor provisions, and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. § 668.14(b)(22), or any successor provision, if any to the extent applicable to such compensation.

4.1.3 All Campus warrants that it will perform the Services as outlined in any Statement of Work using the highest professional standards, and such performance will conform with the service levels and/or deliverables as set forth in this Agreement and any amendments hereto.

##### **4.2 Purdue's Warranties**

4.2.1 Purdue warrants that it has the requisite rights and authority necessary to enter into and carry out the terms and conditions of this Agreement and its performance of this Agreement shall not violate any other agreement, or federal, state, local or foreign law, regulation, rule, ordinance or accreditation standard applicable to or by which Purdue is bound.

4.2.2 Purdue warrants that it is, and will continue to be during the Term of this Agreement: (i) authorized to operate and grant degrees by the relevant higher education agencies within the state(s) in which it maintains its principal office and from which it delivers its educational programs; (ii) accredited by an accrediting agency recognized by the U.S. Department of Education; and (iii) certified by the U.S. Department of Education to participate in the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended.

#### **5. INDEMNITY AND LIMITATION OF LIABILITY**

5.1 Indemnification. Subject to Section 5.2, each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, its affiliates and subsidiaries and its and their respective trustees, directors, managers, officers, employees, representatives and agents (collectively, the "Indemnified Party") from and against any and all claims, suits, actions, losses, costs, damages, liabilities, and other expense, including without limitation, reasonably



incurred attorneys' fees and expenses, court costs, and other costs of litigation and dispute resolution, resulting from the actual or alleged breach of any obligation, representation or warranty of the Indemnifying Party under this Agreement or from the negligent or wrongful acts or omissions of the Indemnifying Party or the Indemnifying Party's trustees, directors, managers, officers, employees, representatives or agents taken in connection with this Agreement, including without limitation those asserted by third parties (all the foregoing collectively "Indemnifiable Claims"), provided that the Indemnified Party will give the Indemnifying Party prompt written notice of any Indemnifiable Claim for indemnification hereunder and provided further that the Indemnified Party will permit the Indemnifying Party to control the defense or settlement of any Indemnifiable Claim asserted by a third party utilizing counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party will provide full information and reasonable assistance to the Indemnifying Party as required to settle or defend any Indemnifiable Claim asserted by a third party. The Indemnifying Party will permit the Indemnified Party to monitor any defense or settlement conducted by the Indemnifying Party and the Indemnifying Party will not settle any Indemnifiable Claim asserted by a third party without the Indemnified Party's prior written approval (not to be unreasonably withheld in light of the nature of the claim) provided, however, that any such settlement includes a full and unconditional release of the Indemnified Party by the claimant(s).

## **5.2 Limitations**

**5.2.1 Limitation for Damage to Purdue Materials.** In the event of loss, damage, destruction or inoperability of any Purdue Materials on All Campus servers or otherwise due to the negligence or other fault of All Campus, All Campus's sole obligation and liability resulting therefrom or related thereto shall be limited to the replacement, repair, reconstruction, redevelopment, or regeneration, at All Campus's option, of the lost, damaged, destroyed or inoperable Purdue Material from the backup Purdue Materials maintained by All Campus.

**5.2.2 GENERAL LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDEMNIFIED PARTY, WHETHER BY REASON OF BREACH OF CONTRACT OR WARRANTY OR IN TORT OR UNDER OR BY REASON OF ANY OTHER BASIS OR THEORY OF LEGAL LIABILITY WHATSOEVER, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY INDEMNIFIABLE CLAIM, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT CONSTITUTING OR REPRESENTING LOST PROFITS OR REVENUES, LOSS OF GOODWILL, OR LOST DATA; IN NO EVENT SHALL ALL CAMPUS'S AGGREGATE LIABILITY TO INDEMNIFIED PARTIES FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ALL CAMPUS FROM PURDUE; AND NO INDEMNIFYING PARTY SHALL HAVE ANY LIABILITY TO ANY INDEMNIFIED PARTY IN RESPECT OF ANY INDEMNIFIABLE CLAIM, OTHER THAN FOR PAYMENT OF FEES OWED BY PURDUE WHICH SHALL NOT BE SUBJECT TO ANY LIMITATION HEREUNDER, UNLESS THE INEDMNIFIED PARTY**

ASSERTED THE INDEMNIFIABLE CLAIM BY GIVING WRITTEN NOTICE THEREOF TO THE INDEMNIFYING PARTY REASONABLY DETAILING THE SAME WITHIN SIX MONTHS AFTER THE INDEMNIFIED PARTY FIRST BECAME AWARE OF OR REASONABLY SHOULD HAVE BEEN AWARE OF THE INDEMNIFIABLE CLAIM OR THE FACTS AND/OR CIRCUMSTANCES UNDERLYING THE SAME.

#### **5.2.3 SPECIAL LIMITATION OF PURDUE'S LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES AGREE THAT PURDUE'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES HEREUNDER SHALL BE LIMITED IN SUBSTANCE BY STATE AND FEDERAL STATUTES AND CONSTITUTIONAL PROVISIONS DESIGNED TO PROTECT THE EXPOSURE AND LIABILITY OF PURDUE AS AN INSTRUMENTALITY OF THE STATE OF INDIANA OR OTHERWISE (E.G., ACTIONS AND CONDITIONS AS TO WHICH THE UNIVERSITY IS IMMUNIZED BY THE INDIANA TORT CLAIMS ACT, DOLLAR LIMITS STATED IN SUCH ACT, EXEMPTION FROM PUNITIVE DAMAGES, THE 11TH AMENDMENT, AND THE CONTINUED ABILITY TO DEFEAT A CLAIM BY REASON OF CONTRIBUTORY NEGLIGENCE OR FAULT OF A CLAIMANT), SO THAT PURDUE'S LIABILITY TO INDEMNIFY, DEFEND AND HOLD HARMLESS HEREUNDER SHALL NOT IN ANY CASE EXCEED WHAT WOULD HAVE BEEN ITS LIABILITY TO A CLAIMANT HAD PURDUE BEEN SUED DIRECTLY BY THE CLAIMANT IN INDIANA AND ALL APPLICABLE LEGAL DEFENSES HAD BEEN RAISED BY PURDUE.

### **6. DISPUTE RESOLUTION / TERMINATION**

6.1 Dispute Resolution and Escalation Procedures. Except for disputes involving an alleged or actual breach of Section 7, Confidentiality, all disputes between the Parties under this Agreement shall be resolved in accordance with the following procedures. Prior to commencement of non-binding mediation, as provided for in Section 8.13, the Parties shall first seek to resolve any dispute by a meeting between the All Campus Designee and the Purdue Designee, but only after the requisite opportunity to cure, if any, has passed, in the event of an alleged Event of Default. Such meeting shall take place within five (5) business days after either the All Campus Designee or the Purdue Designee receives notice from the other Party that a meeting is requested. Such notification shall be made in writing, stating the subject of the requested meeting with as much specificity as is reasonably possible, suggesting a meeting time and place. The Parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all of their undisputed responsibilities under this Agreement.

6.2 Default. This Agreement or any Statement of Work, in each case under which an "Event of Default" has arisen, is subject to termination by a Party (the "Terminating Party") prior to the expiration of the Term as provided in Section 6.3. The following shall constitute Events of Default hereunder:

6.2.1 Failure by a Party to timely perform any material obligation of said Party under this Agreement or any applicable Statement of Work, as applicable, including, but not limited to, the timely payment of fees due hereunder or thereunder; and

6.2.2 The other Party: (a) files a petition in bankruptcy or for the approval of a plan of reorganization under bankruptcy laws or similar laws, or any involuntary petition in bankruptcy or plan of reorganization is filed against the other Party and is not dismissed within sixty (60) days; (b) makes an assignment for the benefit of creditors; (c) files a petition or applies for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (d) consents, approves of, or acquiesces in the appointment of a receiver, custodian or trustee for all or a substantial part of its assets; (e) is adjudicated a bankrupt; or (f) ceases doing business as a going concern (all such events being defined as a "Bankruptcy Event").

### 6.3 Termination for Cause

6.3.1 Termination for Breach. Upon the occurrence of an Event of Default, the Terminating Party may give written notice of termination to the other Party (the "Terminated Party") identifying in reasonable detail the specifics and dates of the Event of Default and specifying the intended date of termination of this Agreement or the applicable Statement of Work if the Event of Default is not cured as herein provided. The Terminated Party shall have sixty (60) days from receipt of such written notice to cure in all material respects the Event of Default, unless the Event of Default consists of failure to pay outstanding sums, in which case the cure period shall be thirty (30) days. Notwithstanding the foregoing, if the Terminated Party exercises commercially reasonable efforts to timely commence cure following receipt of written notice of any non-monetary default, the Terminating Party shall extend the time to cure for a period of time which is reasonable under the circumstances, not to exceed ninety (90) days. If the Terminated Party does not timely cure the Event of Default, then this Agreement or the applicable Statement of Work, as applicable, shall be terminated upon the expiration of the appropriate cure period. If the Event of Default is a Bankruptcy Event, no notice of termination shall be required, and this Agreement and each Statement of Work shall be terminated as of the date of the Bankruptcy Event. If either Party timely and reasonably commences to cure an Event of Default and the Parties have a dispute with respect to the cure, then the dispute resolution provisions set out in this Agreement shall be invoked before the Terminating Party may terminate this Agreement and/or any applicable Statement of Work.

6.3.2 Termination based on Enrollment Shortfall. All Campus may terminate marketing of a credit based Program at its sole option at the end of the third or fourth Enrollment Period if the Minimum Enrollment Threshold for any such Enrollment Period has not been met. All Campus shall provide written notice to Purdue exercising its right to terminate under this Section 6.3.2 within thirty (30) days after the end of the applicable Enrollment Period. Beginning with the fifth Enrollment Period and annually thereafter,

All Campus and Purdue may mutually agree to terminate a Program at the end of such Enrollment Period.

Enrollment Thresholds:

Contract Year 1:

Contract Year 2:

Contract Year 3:

Contract Year 4:

#### **6.4 Duties upon Termination**

6.4.1 Except as otherwise mutually agreed upon by the Parties in this Agreement, after the expiration or termination of this Agreement, Purdue and All Campus shall immediately cease any activity that suggests to a third party that there exists a continuing relationship between the Parties as provided for in this Agreement.

6.4.2 The Parties' respective financial obligations and responsibilities under this Agreement, including, without limitation, payment of fees and indemnification, shall survive expiration or termination of this Agreement and shall remain in effect until paid or satisfied.

6.4.3 Promotional literature, advertising copy, and all creative materials developed by All Campus shall remain the sole property of All Campus. All software and information systems developed by All Campus and all computer hardware shall remain the sole property of All Campus.

6.4.4 All Campus shall be permitted to examine and make copies of student enrollment and financial records pertaining to the Programs until all students Enrolled in the Programs on the effective date of termination have completed their Programs or until all such students are no longer Enrolled in the Programs and, in each case, until all fees payable to All Campus therefor have been paid and verified. All such student enrollment and financial records shall remain the sole property of Purdue, but may be used by All Campus for accounting and verification of fees that are due it under this Agreement and may be admitted by All Campus in a law suit, or in an arbitration proceeding, brought by either party to enforce the provisions of this Agreement.

6.5 **Post-Termination Revenue Sharing.** Notwithstanding anything to the contrary in this Agreement or any Statement of Work, provided that this Agreement or the applicable Statement of Work, as applicable, has not been terminated by Purdue under Section 6.3.1, upon termination or expiration of this Agreement or any Statement of Work, as applicable: (i) in regard to all students Enrolled in any Program prior to the date of termination or expiration, the applicable Revenue Sharing arrangement as specified in the applicable Statement of Work shall continue from the date of termination or expiration until the end of the 60th calendar month following said date; and (ii) all students who are identified in writing by All Campus to Purdue as leads for any Programs no later than 30 days after said termination or expiration and become Enrolled in any Programs on or after the date of said termination or expiration, but within 18

months thereafter, shall be deemed as Enrolled prior to the date of termination or expiration for purposes of this Agreement and any applicable Statement of Work, but the amounts payable by Purdue to All Campus in regard thereof shall be % of the amount payable in respect of students actually (not deemed) Enrolled prior to said date of termination or expiration and shall accrue only from and after the date actually (rather than the date deemed) Enrolled.

## 7. CONFIDENTIALITY

7.1 Disclosure. Certain Confidential Information of or about each Party may be furnished or disclosed as required under Indiana's Open Records Law, Ind. Code § 5-14-3 *et seq.*, as the result of a judicial proceeding or other legal process, or to, or created or used by, the other Party in connection with the Parties' performance of their respective obligations under this Agreement.

7.2 Obligations. Obligations. Each Party shall use the same care to prevent the disclosure of the other Party's Confidential Information to third-parties as it uses to avoid disclosure of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. In addition, each Party shall take such further actions to protect the other Party's Confidential Information as that other Party may reasonably request. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to those of its officers, directors, employees, or agents who have a need to know such information to perform their obligations hereunder, provided that the obligations of confidentiality set forth herein are made known to and imposed upon each such person to whom such Confidential Information of the other Party is disclosed and provided further that the Party disclosing the Confidential Information shall be responsible for any breaches of this Section by its officers, directors, employees, or agents. Neither Party shall: (i) make any use of the Confidential Information of the other Party other than as strictly necessary to perform its obligations hereunder; or (ii) acquire any right in or assert any lien against the other Party's Confidential Information. Each Party shall notify the other Party immediately upon learning of any disclosure, loss, or use of such other Party's Confidential Information in violation of this Agreement.

7.3 Exclusions. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that a Party can demonstrate: (i) was in the public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to or access to the Confidential Information of the other Party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency, provided that a Party that becomes subject to any requirement or order must give the other Party prompt notice as soon as reasonably practicable, in order to allow such other Party to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

**7.4 Return.** Upon termination or expiration of the Agreement, or upon request of the other Party at any prior time, each Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information and all copies thereof (whether in physical or electronic media), unless expressly authorized by such other Party, or otherwise required by law or governmental regulations, to retain or use such Confidential Information or such Party otherwise has ongoing or continuing rights hereunder to such Confidential Information or, with respect to any request for return prior to termination hereof, such Party reasonably requires such Confidential Information to fulfill its obligations hereunder.

**7.5 Duration.** The obligations of confidentiality set forth herein shall take effect as of the Effective Date and continue in full force and effect throughout the Term and for a period of five (5) years thereafter, and, in the case of Confidential Information that constitutes a trade secret under applicable law, such obligations of confidentiality shall continue for so long as such trade secret status is maintained in accordance with applicable law.

**7.6 Remedies.** Each Party acknowledges and agrees that the other Party may suffer immediate and irreparable injury that cannot be adequately compensated for in damages in the event the other Party breaches any duties or obligations of this Section 7. Each Party acknowledges that such duties and obligations are reasonably necessary to protect the interests of the Parties and that, in addition to all other remedies provided at law or in equity, each Party shall be entitled to seek any available equitable relief to prevent any actual or threatened breach of any such duties or obligations from any court of competent jurisdiction, without bond or other security. A Party against whom any such equitable relief is sought shall in no way contest the right of the other Party to seek such relief.

## **8. MISCELLANEOUS**

**8.1 Force Majeure.** If a Party is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, civil disturbance, labor disputes outside that Party's control, or other causes beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a non-performing Party's obligation to perform those tasks (such as tasks relating to disaster recovery) that are not prevented by the force majeure condition or to the extent such events are within the reasonable control of such non-performing Party. If a Force Majeure event prevents All Campus from performing the Services or a portion of the Services for a period of time, the parties shall agree on an appropriate reduction of the revenue due to All Campus for the duration of the Force Majeure events only.

**8.2 Notice.** Any notice required or permitted to be given to either Party under this Agreement shall be in writing, delivered by email or personally or by certified or registered mail, or overnight delivery by an established national delivery service, at the Parties' respective addresses set forth below, as each Party may update its address from time to time in a notice delivered in accordance herewith. All notices shall be deemed effective when sent by email or upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

All Campus, LLC	Purdue University
20 North Clark Street	401 S. Grant St
Suite 3300	
Chicago, IL 60602	West Lafayette, IN 47907
Attn:	Attn: Beth Scott
Phone:	Phone: (765) 494-7266
Fax:	Fax: (765) 494-6609
Email:	Email: bscott@Purdue.edu

8.3 Entire Agreement. This Agreement, each Statement of Work, and each Exhibit and Schedule hereto or thereto, and any written amendments executed by both Parties, embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof, and supersedes all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

8.4 Amendment. This Agreement may not be amended or modified except in writing signed by an authorized signatory of each Party.

8.5 No Waiver. Any waiver by All Campus or Purdue of any provisions of the Agreement shall not imply a subsequent waiver of that or any other provision. And further, any waiver must be in writing, signed by the Party against whom such waiver is sought.

8.6 Parties Benefited. This Agreement and all future amendments shall inure to the benefit of, and shall be binding on, both Parties and their heirs, successors and permitted assigns.

8.7 Assignment. Purdue agrees that All Campus may pledge or assign the net sum of money due and to become due to it hereunder to any bank, lending agency or institution as collateral security. This Agreement may not be assigned by either Party without the prior written consent of the other Party, provided, however, that, A merger or consolidation of All Campus with or into another entity or a change of control of All Campus shall not constitute an assignment for purposes of this provision, and All Campus may assign this Agreement, without the consent of Purdue, to any successor in interest to all or substantially all of All Campus's business and assets in connection with the sale thereof.

8.8 Governing Law; Exclusive Jurisdiction; Exclusive Venue. This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

8.9 Non-Solicitation by Purdue. Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of the Agreement, with the exception of former employees terminated by All Campus, Purdue shall not seek to enter, or enter into any

contract, whether oral or written, with, or solicit, employ, retain, or seek to solicit, employ or retain (i) any employee or former employee of All Campus who performed work under this Agreement or (ii) any person, firm, corporation or enterprise by which such person is employed or with which such person is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director), to provide to Purdue all or part of the Services, or services competitive with the Services, provided by All Campus to Purdue under this Agreement.

8.10 Taxes. This Agreement does not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services to the provided by All Campus.

8.11 Independent Contractor. It is understood and agreed that All Campus is acting as an independent contractor in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between All Campus and Purdue, or between any employee of All Campus and Purdue. Both Parties acknowledge that All Campus and All Campus employees are not employees of Purdue for any purpose. In no event shall either Party be entitled to enter into any agreements on behalf of the other. All Campus shall retain the right to perform services for others during the Term of the Agreement.



## 8.12 Insurance

8.12.1 All Campus and/or its subcontractor(s), if any, shall maintain in force during the period of this Agreement, as appropriate, either (a) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence, or (b) professional liability for negligence, bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.

8.12.2 If fabrication, construction, installation, service or other work is specified to be conducted on Purdue's premises, All Campus and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.

8.12.3 All Campus and/or its subcontractor(s) shall furnish to Purdue a Certificate of Insurance as proof of insurance coverages required in this Section 14 prior to commencement of the Services or other work. All Campus shall name Purdue University, 401 South Grant Street, West Lafayette, IN 47907 as additional insured.

8.13 Mediation. All disputes, controversies or claims between the Parties arising out of or related to this Agreement or any Statement of Work or the relationship of the Parties hereto which the Parties have not resolved in accordance with Section 6.1 within 30 days after a Party first asserts the dispute in writing to the other Party may be mediated in accordance with this Section 8.13. The Party who seeks resolution of a controversy, claim, dispute or other matter in question shall notify the other Party in writing of the existence and subject matter hereof, and shall designate in such notices the names of three prospective experienced and independent professional mediators in Tippecanoe County, Indiana, who have not previously mediated for such Party. The recipient Party shall select from such list one individual to act as a mediator in the dispute set forth by the notifying Party. The Parties shall meet with said mediator in Tippecanoe County, Indiana within two (2) weeks after the recipient Party has received notice of the dispute and shall utilize their commercially reasonable best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than two calendar days without the written approval of both Parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached by the Parties during mediation and reduced to a signed writing shall be final, conclusive and enforceable. Mediation prior to litigation shall be waived when the time required to complete mediation would cause the expiration the applicable Statute of Limitations. Time is of the essence in the resolution of disputes. No Party may commence litigation in any court of law against the other Party regarding any dispute subject to Section 6.1 or this Section 8.13 without first complying therewith or herewith as applicable. The requirement of mediation prior to litigation shall be waived, however, when the time to complete mediation would cause the expiration the applicable Statute of Limitations.

8.14 Sex Offender Registry Check. All Campus and its subcontractor(s), if any, shall perform security clearance background checks on all of All Campus's and its subcontractor(s)'s officers, agents, employees or volunteers assigned to have access to Purdue's premises to identify whether any such individual is a registered sex offender pursuant to *Zachary's Law, Ind. Code § 11-8-8 et seq.* or the equivalent law of the individual's state of residence. All Campus shall not assign any individuals identified as registered sex offenders to perform work or services at Purdue's premises. Purdue reserves the right to immediately remove any individuals identified as registered sex offenders from Purdue's premises. Purdue reserves the right to require additional background checks be made on any of All Campus's and its subcontractor(s)'s officers, agents, employees or volunteers assigned to have access to Purdue's premises.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

PURDUE UNIVERSITY

By: Aaron Sam

Name: Aaron T. Senesac

Title: Strategic Sourcing Specialist

Date: 5/25/16

ALL CAMPUS, LLC

By: Joe Diamond

Name: Joe Diamond

Title: CEO

Date: 5/23/16

To assist us in complying with Federal Guidelines, please indicate if any of the following classifications are appropriate: Y/N

- ☐ Minority Owned Enterprise
- ☐ Minority Owned Enterprise Certified
- ☐ Small Business
- ☐ Small Business Certified
- ☐ Veteran Owned Enterprise
- ☐ Veteran Owned Enterprise Certified
- ☐ Disabled Veteran-Owned Enterprise Certified
- ☐ Vietnam Veteran Owned Enterprise Certified
- ☐ Women Owned Enterprise
- ☐ Women Owned Enterprise Certified

**STATEMENT OF WORK #2  
BETWEEN ALL CAMPUS, LLC AND PURDUE UNIVERSITY  
ENGINEERING PROFESSIONAL EDUCATION  
PURDUE LEAN SIX SIGMA AND PROJECT MANAGEMENT PROGRAMS**

This Statement of Work #2 ("Statement of Work"), is entered into this 23rd day of May, 2016, by and between All Campus, LLC ("All Campus") and Purdue University ("Purdue"), pursuant to that certain Services Agreement (the "Agreement") made and entered into the 23rd day of May, 2016, by and between All Campus and Purdue, and capitalized terms used and not defined herein shall have the meanings ascribed to them therein.

1. Programs. The following are Programs under this Statement of Work: all courses under Purdue Lean Six Sigma and Project Management programs, subject to the exclusions set forth in Section 13 below.

2. Recruitment of Students. All Campus shall recruit students to enroll in Programs. Sections with fewer than fifteen (15) students may be started only with the mutual agreement of All Campus and Purdue. Candidates for admission and registration must comply with the applicable standards and practices of Purdue. All Campus shall only advise students as to the curriculum of the Programs for the student's use in choosing to enroll, where such advice shall not include counseling regarding classroom performance or other academic matters.

3. Student Fees. Purdue shall determine the amount of all "fees" charged to students who participate in the Programs, it being understood that Purdue shall not charge "tuition" for participating in the Programs. Such fees will be set by Purdue after consultation with and advice received from All Campus.

4. Curriculum Development. Purdue shall exercise total jurisdiction over, and be fully responsible for, the content and quality of the Purdue Materials. The Purdue Materials to be used in the Programs shall be developed by Purdue with review and input by All Campus that Purdue shall consider in good faith. Such Purdue Materials shall be established in accordance with the standard procedures, processes, and guidelines of Purdue. Purdue shall obtain at its expense all consents, approvals and permissions necessary to reprint or otherwise use the Purdue Materials.

5. Admission Requirements. Purdue shall determine the admissibility of students to the Programs and transferability of any previously earned credit in compliance with the admission standards and practices of Purdue.

6. Instructors. Purdue shall recruit, employ and compensate instructors for the Programs ("Instructors"). Purdue shall reimburse Instructors for costs and expenses incurred by Instructors in connection with the instruction.

7. Online Course Development. Purdue shall be responsible for developing and providing the Purdue Materials for the Programs and supporting Instructors in the design and development of the Purdue Materials.

8. System Outage Notification. Purdue will provide current contact information and an appropriate escalation path for key technology support personnel. Purdue will notify All Campus a minimum of 24 hours in advance of scheduled maintenance or required repairs to any system used by All Campus by online students. If an unplanned system outage occurs, Purdue will immediately notify All Campus's designated technical contact via telephone. This notice will include the reason for the system outage and estimated time for restoration of services if Purdue knows this information when it gives this notice.

9. Liaison between Parties. Purdue shall appoint a Purdue Designee and All Campus shall appoint an All Campus Designee to oversee performance of this Statement of Work. All Campus's Designee shall be reasonably available for consultation with the Purdue Designee regarding work to be performed under this Statement of Work. The Purdue Designee shall be the only person authorized by Purdue to address All Campus's performance and the nature and scope of Services to be accomplished pursuant to this Statement of Work. The All Campus Designee shall be the only person authorized by All Campus to commit to perform work for Purdue pursuant to this Statement of Work. The liaisons shall be responsible for attempting to resolve any disputes between the Parties before submission of the dispute to mediation as provided in the Agreement.

10. Fees / Sharing of Revenue. As compensation for Services provided by All Campus, Purdue shall pay to All Campus a percentage (the "Revenue Share Percentage") of revenue related to each of the Programs as follows ("Revenue Sharing"):

10.1. First \$0-\$ of revenue collected during a given contract year: %  
Revenue Share Percentage for the first \$ collected; After reaching \$ and  
up to \$ of revenue collected during a given contract year: % Revenue Share  
Percentage for amounts collected above \$ up to \$ ; and After reaching  
\$ revenue collected during a given year: % Revenue Share Percentage for  
amounts collected above \$

10.2. For the purposes of sharing revenue under this Agreement, revenue shall be calculated by

11. Revenue Reporting. No later than the end of thirty (30) business days after the first day of each Program Academic Term, Purdue will deliver to All Campus a student revenue report which includes list of students enrolled, program code for each program in which each student is enrolled, fees charged to each student and amounts paid.

11.1. Purdue shall deliver the revenue reports described herein by posting them to the SharePoint accessible by All Campus. All Campus shall deliver invoices pursuant to this Section by posting them on the same SharePoint. Revenue reports and invoices shall be maintained for historical records for up to five years.

11.1.2. Purdue shall pay all invoices submitted by All Campus within thirty (30) business days after receipt of the invoice.

12. Minimum Revenue Thresholds. "Minimum Revenue Threshold" shall mean, for each contract year of the Term, the following minimum cumulative Revenue per contract year during the Term arising from Programs actually collected by Purdue:

Contract Year 1:  
Contract Year 2:  
Contract Year 3:  
Contract Year 4:  
Contract Year 5:

It is expected that these projected revenues be reached each year. Purdue has the right to terminate All Campus's provision of Services under this Statement of Work if the applicable percentage of the Minimum Revenue Threshold is not met, by delivery of written notice to All Campus within 30 days after the end of said contract year specifying in reasonable detail the determination of said failure and the effective date of termination. For purposes hereof, the applicable percentage of the Minimum Revenue Threshold for each contract year shall be % for the first contract year and % for second contract year, % for the third contract year, and % for the forth contract. All Campus will have 30 days after receipt of Purdue's notice of termination hereunder to present Purdue with documentation demonstrating any conditions they believe to be extenuating circumstances, and Purdue agrees to consider such documentation in good faith and reconsider termination in light thereof prior to the effective date of termination.

13. Scope of Agreement. The courses covered under this Statement of Work include all courses included in the Purdue Lean Six Sigma and Project Management programs.

13.1. Excluded from this Statement of Work are enrollments of current Purdue employees. It is not expected that All Campus will market to or recruit current employees. Enrollments of current Purdue employees will not be subjected to any revenue share.

13.2. Excluded from this Statement of Work are enrollments of individuals in foreign countries who access Purdue courses taught in languages other than English or who access courses on third party servers residing outside the United States. It is not expected that All Campus will market to or recruit such individuals. Revenue resulting from enrollment of such individuals will not be subjected to any revenue share. Enrollment of individuals in foreign countries who access courses offered in English on Purdue servers in the United States will be treated normally and their resulting revenue will be subjected to revenue share with All Campus.

14. Good Faith Renegotiation of Revenue Share (Specific Cases). All Campus is responsible for all actions and costs associated with lead generation and conversion to enrollments. Purdue does not expect to expend resources toward those ends. It is possible that

situations could arise where significant Purdue involvement may be required. It is impossible to foresee all possible situations, but examples include such things as:

14.1. A corporate client will not proceed without holding meetings and negotiations with Purdue personnel

14.2. A corporate client wishes to discuss with Purdue personnel or require customized modifications to existing courses

14.3. Enrollments result from ongoing Purdue corporate relationships absent any involvement of All Campus.

14.4. In situations where significant Purdue involvement has occurred or is required in order to generate or convert leads, All Campus agrees to negotiate in good faith, on a case by case basis, toward an alternative revenue share that recognizes Purdue involvement beyond that required by this agreement.

15. Host Site for All Campus Marketing. All Campus web marketing will be hosted as a subfolder implemented on Purdue servers. All Campus will be provided all needed access to said subfolder on Purdue servers.

15.1. Obligation of Purdue:

a) Monitor the University website up-to-date as to ensure the productivity of the Sub-Folder. University's monitoring shall include:

i) Ensuring that all University Programs-specific areas on the University website, as well as all areas mentioning the University Programs represented by All Campus, admissions, program overviews and fee details related thereto, "link back" solely to those URLs designated by All Campus, hosted within Purdue's servers, contemplated to be the Sub-folders;

ii) Removing specific content regarding the University Programs represented by All Campus, including all areas mentioning the University Programs represented by All Campus, admissions, program overviews and fee details related thereto, from the University website. All Campus will not remove any existing Google analytics tags from within the web content main director or subfolders related to the programs it is promoting and developing content for at Purdue; and

iii) Linking any "request for information" or "contact information" links related to the University Programs represented by All Campus on the University website solely to those URLs designated by All Campus, contemplated to be the Sub-Folder;

b) Grant All Campus access to any Prospect application systems for the University Programs represented by All Campus;


c) Provide All Campus with composite University email address (e.g., onlinemba@University.edu) and a personal email address for the enrollment specialist(s) (e.g. JohnSmith@University.edu).

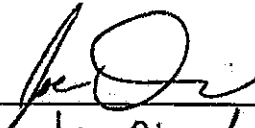
16. Quality Assurance. Purdue will be responsible for quality assurance of course materials, instruction, and course delivery. Purdue will provide All Campus with quarterly quality assessment reports. All Campus will provide quality assurance of the recruitment process. All Campus will provide Purdue a quarterly quality assessment report.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Statement of Work.

PURDUE UNIVERSITY

ALL CAMPUS, LLC

By:   
Name: Aaron T. Senesac  
Title: Strategic Sourcing Specialist  
Date: 5/25/16

By:   
Name: Joe Diamond  
Title: CEO  
Date: 5/23/2016

