

**THIRD MASTER ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENTS**

This Third Master Addendum (the "Third Addendum") is made to all of those Professional Services Agreement (the "Agreements") by and between the University of Florida (the "University"), for and on behalf of the Board of Regents of the State of Florida, for the benefit of the College of Pharmacy ("COP"), and Compass Knowledge Group, LLC ("Compass") with respect to the Working Professional Pharm. D. Program (the "Program") to be effective as of this 25<sup>th</sup> day of September, 2009 (the "Third Addendum Effective Date").

**EXECUTIVE SUMMARY**

WHEREAS, COP and Compass have developed the Program and are presently offering the Program in accordance with the Agreements throughout the world; and

WHEREAS, the University and Compass previously executed a Second Master Addendum to the Agreements dated April 24, 2007 (the "Second Master Addendum"); and

WHEREAS, the University and Compass desire to enter into this Third Master Addendum to extend the term of the Agreements through April 30, 2018.

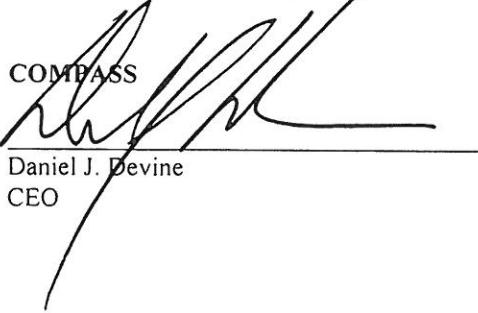
NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Term.** Pursuant to Section 8.1 (Initial Term and Renewal) of all the Agreements, the parties mutually agree to extend the term of all the Agreements through April 30, 2018.
2. **Effect of Addendum.** Except as specifically set forth in this Third Addendum, all the terms and conditions of the Agreements and the Second Master Addendum shall remain unchanged, and are hereby republished in their entirety subject to the modifications set forth in this Third Addendum.

**IN WITNESS WHEREOF**, the individuals executing this Third Addendum on behalf of University and Compass do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Third Addendum as of the Third Addendum Effective Date.

UNIVERSITY

  
William H. Riffé, Ph.D.  
Dean, College of Pharmacy

  
COMPASS  
Daniel J. Devine  
CEO

**SECOND MASTER ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENTS**

This **SECOND MASTER ADDENDUM** (the "Second Addendum") is made TO ALL OF THOSE PROFESSIONAL SERVICES AGREEMENTS (the "Agreements") by and between THE UNIVERSITY OF FLORIDA ("The University"), for the benefit of **THE COLLEGE OF PHARMACY** ("COP") and **COMPASS KNOWLEDGE GROUP, LLC** formerly known as INTELICUS, L.C. ("Compass"), a Florida limited liability company with respect to **THE WORKING PROFESSIONAL PHARM. D. PROGRAM** (the "Program") to be effective as of this 24 day of April, 2007 (the "Effective Date").

**EXECUTIVE SUMMARY**

WHEREAS, effective January 1, 2007, Intelicus, L.C. changed its name to Compass Knowledge Group, LLC; and

WHEREAS, COP and Compass have developed the Program and are presently offering the Program in accordance with the Agreements throughout the World; and

WHEREAS, Compass is providing COP, pursuant to the Agreements, with a wide array of professional and administrative services, including without limitation, student marketing and recruitment (the "Marketing Services"); and

WHEREAS, The University and Compass previously executed a Master Addendum to the Agreements dated April, 2003 (the "Master Addendum") to extend the term of the Agreements for a period of five (5) years; and

WHEREAS, the Agreements require a cooperative working environment established upon good communications and good faith working relationship between both COP and Compass and to that end, the parties desire to amend the Agreements in the spirit for which they were intended all in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

**1. NAME CHANGE**

All references to "Intelicus, L.C." and/or "Intelicus" in all the Agreements shall be deleted in their entirety and replaced with "Compass Knowledge Group, LLC" and/or "Compass" (as applicable).

**2. MASTER ADDENDUM**

The Master Addendum shall be deleted in its entirety and replaced with this Second Addendum.

### **3. FEES TO BE PAID TO COMPASS**

Section 6 (FEES TO BE PAID TO COMPASS) of all the Agreements shall be deleted in its entirety and replaced with the following:

The Agreements shall be modified effective as of the Effective Date of each Agreement to reflect that as payment for the Services provided in the Agreements, The University shall pay Compass, in accordance with the budgets attached to the Agreements, 38% of the total revenue of the Program calculated based on the actual number of students enrolled. The parties further agree that this provision shall, notwithstanding anything in the Agreements to the contrary, survive the termination or expiration of the Agreements and that Compass shall be paid such percentage of revenues with respect to all students, which enroll in the Program during the Term, for so long as such students remain enrolled in the Program or any successor program(s).

The parties agree to work with each in good faith to provide information and access with respect to all documentation and accounting relative to the foregoing.

### **4. INITIAL TERM AND RENEWAL**

Section 8.1 (Initial Term and Renewal) of all the Agreements shall be deleted in its entirety and replaced with the following:

"The initial term of this Agreement shall begin upon its execution and continue for a period of five (5) years unless terminated in accordance with the terms of this Agreement. The Agreement may be renewed for subsequent terms upon mutual written agreement of the parties."

### **5. EXTENSION OF TERM**

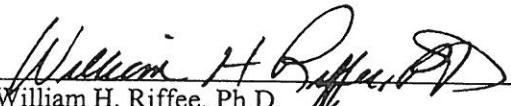
Pursuant to Section 8.1 (Initial Term and Renewal) of all the Agreements, the parties mutually agree to extend the term of all the Agreements through April, 2013.

### **6. EFFECT OF AMENDMENT**

Except as otherwise provided herein, the terms and conditions of the Agreements shall remain unchanged and are hereby republished in their entirety subject to the modifications set forth herein.

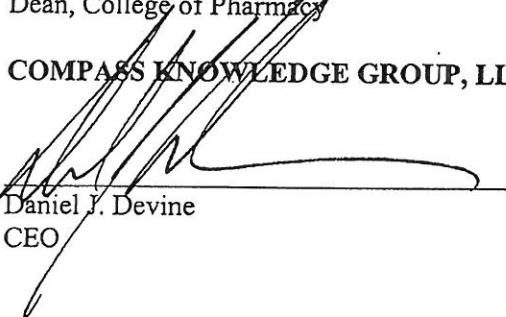
**IN WITNESS WHEREOF**, The University and Compass execute this Agreement effective as of the Effective Date:

**UNIVERSITY OF FLORIDA COLLEGE OF PHARMACY**

  
William H. Riffey, Ph.D.

Dean, College of Pharmacy

**COMPASS KNOWLEDGE GROUP, LLC**

  
Daniel J. Devine

CEO

  
Elvie Guy

Witness

  
Leah Dusen

Witness

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is effective as of the 11th day of January, 2000, between the UNIVERSITY OF FLORIDA ("University"), for and on behalf of the Board of Regents of the State of Florida, for the benefit of THE COLLEGE OF PHARMACY ("COP") and INTELICUS, L.C. ("Intellicus"), a partnership of University of Florida Health Services, Inc. ("UFHSI") and Rehabilitation Training Institute, Inc., ("RTI"), to provide administrative services to COP in connection with the non-traditional degree program of the College of Pharmacy entitled THE WORKING PROFESSIONAL PHARM. D. PROGRAM ("Program").

### 1. EXECUTIVE SUMMARY

WHEREAS, Intellicus was created by UFHSI and RTI for the purpose of administering and marketing educational programs; and

WHEREAS, the regulations of Intellicus provide that the company may enter into agreements for professional services with units of the University; and

WHEREAS, COP and Intellicus have developed the Program and seek to expand this state-of-the-art distance education degree program in the Lifelong Learning Model; and

WHEREAS, University would like to contract with Intellicus to provide administrative and marketing services to University for the Program in Lansing, MI; and

WHEREAS, University would benefit from utilizing the expertise of Intellicus in administering educational programs in connection with the Program in Lansing, MI;

NOW THEREFORE, based on the foregoing, the parties agree as follows:

### 2. SPIRIT OF AGREEMENT

COP and Intellicus recognize that the optimum performance of this Agreement requires a cooperative working environment established upon good communications and good faith working relationship between both COP and Intellicus. It is with this spirit that the COP and Intellicus enter this Agreement.

### 3. DUTIES OF INTELICUS

Intellicus shall provide the following services for University for its Program in Lansing, MI pursuant to this Agreement:

3.1. **Administration of Programs** - Intellicus will manage the daily administration of certain aspects of the Program including the following:

3.1.1 **Student Registration Preprocessing (new students)**-Activities related to initial contact, description of program, telephone marketing,

mailing of brochures, and notification of schedule. Assistance will be given for verification of receipt of information necessary for registration to be completed by the COP, receipt of documentation for forwarding to University for verification of immunization, verification that the student has completed the residency affidavit and provided information needed for a residency determination to be made by the University's office of admissions, follow-up of incompleteness, and processing. Dates regarding deadlines for registration will also be established.

- 3.1.2 **Student Registration Preprocessing (returning students)-** Activities related to notification of deadlines (established by the University), e-mail updating, mailing of registration packets, verifications of receipt of information, telephone support in reapplication, processing of information, and receipt of documentation for forwarding to University for verification of appropriate immunizations of current students.
- 3.1.3 **Student Support-Activities** relating to receipt and response to student requests for information, additional video, additional schedules, and handouts throughout semester.
- 3.1.4 **Assistance in Curriculum Development -** Activities related to scheduling, promoting, and coordinating deadlines to achieve required COP outcomes.
- 3.1.5 **Administration of Multimedia-**Activities related to receipt of master copy, duplication, dissemination to students, quality control of materials, and surveying results.
- 3.1.6 **Administration of Hardcopy-**Activities related to receipt, duplications, dissemination of handouts, schedules, and hardcopy as stipulated by COP.
- 3.1.7 **Daily Management of the Intelicus Student Database-**Activities related to entry, coordination, tracing, and control of the Intelicus student database.
- 3.1.8 **Daily Financial Management-**Activities related to recording, tracking and paying vendors and suppliers.
- 3.1.9 **Daily Personnel Management-**Activities related to hiring, firing and performance review of staff of Intelicus.
- 3.1.10 **Quality Control-**Activities related to specification, review, and acceptance of all products received by suppliers, vendors, consultants, and extra-company personnel.

3.1.11 **Facilities Management**-Activities related to funding and managing Intelicus-based computers, software, office space, telephone, e-mail, etc. for support of the Program.

**3.2 Marketing of the Program**

3.2.1 **Conducting Market Studies**-Activities related to determination of the marketplace acceptance, size and probability, with specific sites of market studies chosen in consultation with the COP.

3.2.2 **Developing of Market Strategies**-Activities related to execution and confirmation of market research via direct mail, telephone survey, in conjunction with review by the COP, and specific benchmarks established annually.

3.2.3 **Execution of Market Strategy**-Purchase and dissemination of print and electronic materials.

3.2.4 **Development of Promotional Literature**-Design, development, printing, and purchase of promotional literature, with the approval of content by the COP.

3.2.5 **Development of Collateral Materials**-Design, development, printing, formatting of materials in both hardcopy and electronic formats, with approval by the COP before final printing or release in electronic format.

3.2.6 **Development of Mailing Lists**-Purchase, development and testing of both national and international lists, both electronic and hardcopy.

3.2.7 **Management of Mailing Lists**-Database management of electronic and hardcopy mailing lists for secondary mailings with approval of the COP.

3.2.8 **Management of Telephone Database**-Activities related to creation of script and management of telephonic contact with potential students.

3.3 **Confidentiality.** Intelicus shall maintain the confidentiality of all student records as required by state and federal law including the Federal Education Rights Act and Privacy Act of 1974, as amended.

3.4 **Implement and Maintain Financial Controls.** Intelicus shall manage and maintain internal financial controls according to Generally Accepted Accounting Principles (GAAP) and report monthly by the 10<sup>th</sup> of each month to the University in accordance with the regulations of Intelicus.

- 3.5 **Submit to Yearly Financial Audit.** In accordance with the regulations of Intelicus, Intelicus will submit to University a yearly external audit by an external auditor approved by University and deliver the audit by June 30 of each year in accordance with the regulations of Intelicus.

#### **4. DUTIES OF UNIVERSITY**

University, through COP and other units, shall perform the following activities pursuant to this Agreement:

- 4.1 **Coordination of Academic Materials and Programming.** The COP shall designate a Director for the Lifelong Learning Model degree program. The COP may appoint Associate and Assistant Directors upon growth of the Program. The Director, under the direction of COP, is responsible for representing the parties in all coursework and technical matters relating to the core information given in the Program. The Director's work in connection with the COP WPPD Task Force under this Agreement, includes, but is not limited to:
- 4.1.1 Review of credential, appointment and coordination of faculty and activities.
  - 4.1.2 Providing information to the Department Chair in connection with the performance reviews of faculty by the Department Chair.
  - 4.1.3 All issues, meetings, consultations and modifications of core body knowledge provided in the programs including product specifications and delivery specifications of the Program.
  - 4.1.4 Course management and direction of individual regional Program sites.
  - 4.1.5 Appointment of regional site coordinators.
  - 4.1.6 Management and scheduling of site facilitators.
  - 4.1.7 Management and maintenance of Internet content.
  - 4.1.8 Creation of video content as well as editing and enhancement.
  - 4.1.9 Management of scheduling of clerkship offerings.
  - 4.1.10 Management and scheduling of faculty.
  - 4.1.11 Handling all disclosure, receipts and return of confidential information.

- 4.1.12 Coordinating, communicating and physically housing, as required, accreditation materials, CEU Certificates, certification materials and related academic documentation.

**4.2 Control of Academic Curricula and Content**

Academic programming and content shall remain in the absolute control of COP faculty. COP seeks to utilize current program materials and will implement an appropriate Lifelong Learning Model. The Lifelong Learning Model shall be updated, modified and amended at the discretion of the COP faculty.

**4.3 Student Administration Processes**

- 4.3.1. University shall be responsible for all decisions regarding the admission and registration of students except as specifically delegated to Intelicus herein.

**4.4 Other Responsibilities of University**

- 4.4.1 All other responsibilities and activities in connection with the program not specifically delegated to Intelicus herein.

**5. COLLECTIONS OF STUDENT FEES**

All student fees will be made payable to the University of Florida and directly deposited into University of Florida approved Division of Continuing Education accounts as directed by COP. In the event that Intelicus is in receipt of student fees, all fees will be forwarded to the University's Division of Continuing Education (DOCE) for deposit by DOCE.

**5.1 Appointment of Processing Coordinators**

- 5.1.1 For Intelicus: Intelicus designates Suzie Varma as Processing Coordinator

- 5.1.2 For DOCE: DOCE designates Michael Brodeur or his designee as Processing Coordinator.

**5.2 Duties of Processing Coordinators**

The Processing Coordinator is responsible for representing his or her party in all technical matters relating to implementing the Program. The Coordinator's work under this Agreement, includes but are not limited to:

- 5.2.1 Daily Management of Student Fees: Daily coordination and management of collection and deposit of student fees in both electronic and check forms. Consultations and modifications of

schedules in the recording of fees, scheduling collections and deposits, and communicating as required.

#### **5.3 Duties of Intelicus**

Intelicus will facilitate the collection of student fees for deposit by DOCE. In the event that Intelicus is in receipt of student fees, all fees will be forwarded to DOCE on a weekly basis for deposit.

#### **5.4 Duties of DOCE**

**5.4.1 Receipt and Deposit of Student Fees:** DOCE will receive and deposit student fees on a daily basis into appropriate University of Florida accounts.

**5.4.2 Distribution of Intelicus Fees:** University shall forward to the State Comptroller a Payment Authorization for the sums due to Intelicus under this agreement within 5 days following receipt of a proper invoice from Intelicus. University shall provide written notification to Intelicus of the date the Payment Authorization was forwarded to the Comptroller. Payment to Intelicus shall be subject to the provisions of section 215.422(3)(b), Florida Statutes.

### **6. FEES TO BE PAID TO INTELICUS**

As payment for its services provided herein, University shall pay Intelicus pursuant to the attached three year budget, which reflects the parties' best estimate of revenue and expenses of the Program. The budgets shall be adjusted to reflect actual payment to Intelicus of 38% of the total revenue of the program calculated based on the actual number of students enrolled. In the event a student withdraws from the program, Intelicus shall refund to University 38% of the sums refunded to the student.

## **7. CREATION OF MANAGEMENT COUNCIL**

#### **7.1 Creation of Management Council**

COP and Intelicus shall establish a Management Council as follows:

The Management Council shall be comprised of the following individuals:

William H. Riffey, Ph.D., Dean, COP

Dan Devine, Chief Operating Officer, Intelicus

A person chosen by the COP

A person chosen by Intelicus

A person chosen jointly by both COP and Intelicus

**7.2 Duties of Management Council**

- 7.2.1 Designate WPPD Program Coordinators:** The Management Council shall appoint Dan Robinson as Program Coordinator representing COP and Dan Devine representing Intelicus. The Program Coordinators will, subject to the terms of this Agreement, coordinate the overall program management of the Program.
- 7.2.2 Review Administration Plan.** The Management Council shall review the administration plan and instructions for its implementation.

**8. TERM AND TERMINATION**

- 8.1 Initial Term and Renewal.** The initial term of this Agreement shall begin upon its execution and continue for a period of five (5) years unless terminated in accordance with the terms of this Agreement. The Agreement may be renewed for another five (5) year term upon mutual agreement of the parties.
- 8.2 Termination with Cause.** Each party may terminate this Agreement upon a material breach by the other if the matter is not corrected within thirty (30) days of written notice of intent to terminate.
- 8.3 Effect of Terminations.** Upon termination of the Agreement, all fees to be paid to either party shall remain due in accordance with the terms of this Agreement.

**9. HOLD HARMLESS AGREEMENT**

The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University of Florida and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University. Intelicus assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of Intelicus' officers, employees, servants, and agents, or other persons acting or engaged to act by Intelicus in furtherance of the obligations of Intelicus under this agreement. University, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the University. The University and Intelicus further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## **10. INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to course materials, outlines, software, textbooks, and videotapes, developed by University of Florida faculty in connection with the activities described in this agreement shall be the sole property of the University of Florida subject to its rules and policies related thereto.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between COP and Intelicus as it relates to the subject matter and supercedes all previous writings and understandings. No term or provision of the Agreement shall be varied or modified except that the COP and Intelicus agree in writing. The Agreements and obligations made in this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns of COP and Intelicus hereto.

## **12. NOTICES**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Intelicus:                   Intelicus, L.C.  
Attn: Dan Devine  
2714 Rew Circle, Suite 100  
Ocoee, FL 34761

If to COP:                         College of Pharmacy  
Attn: Bill Riffie, Dean  
1600 S.W. Archer Rd.  
P.O. Box 100014  
Gainesville, FL 32610

## **13. GOVERNING LAW**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

## **14. JOINT VENTURE**

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

## **15. PUBLIC RECORDS**

University may terminate this Agreement at any time for refusal by Intelicus to allow public access, mandated by law, to all documents, papers, letters, or other non-exempt materials subject to the provisions of Chapter 119, Florida Statutes, made or received by Intelicus or university in conjunction with this Agreement.

## **16. SIGNATURES**

The Agreement is not binding on the parties until the authorized representatives of Intelicus and the University have signed it.

## **17. SEVERABILITY**

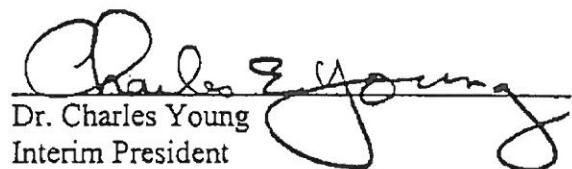
This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

## **18. AVAILABILITY OF FUNDS**

The performance of University of any of its obligations under this contract shall be subject to and contingent upon the availability of funds appropriated by the legislature for the purposes of this Agreement for the current and any future fiscal period.

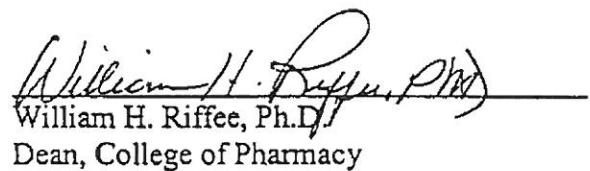
IN WITNESS WHEREOF, the University and Intelicus execute this Agreement effective as of the day first above written:

UNIVERSITY OF FLORIDA, for  
and on behalf of the Board of Regents  
of the State of Florida

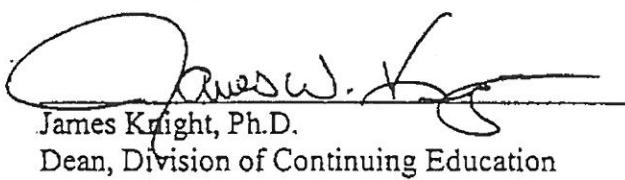
  
Dr. Charles Young  
Interim President

  
Witness

ACKNOWLEDGED:

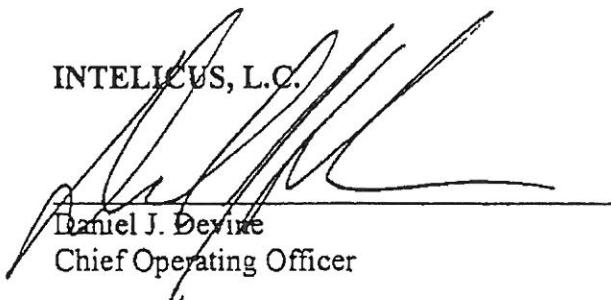
  
William H. Riffey, Ph.D.  
Dean, College of Pharmacy

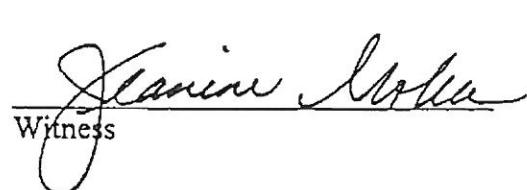
  
Witness

  
James W. Knight, Ph.D.  
Dean, Division of Continuing Education

  
Witness

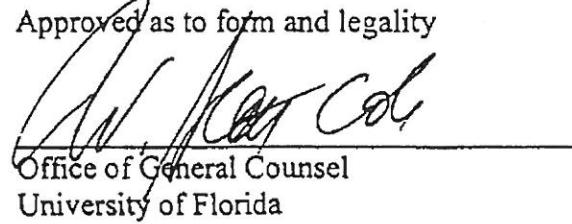
INTELICUS, L.C.

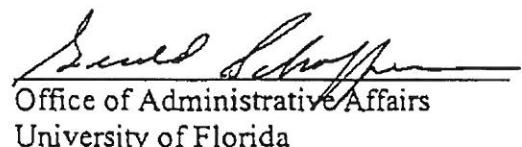
  
Daniel J. Devine  
Chief Operating Officer

  
Witness

Approved as to form and legality

Approved

  
Office of General Counsel  
University of Florida

  
Witness

Office of Administrative Affairs  
University of Florida

## AMENDMENT TO MASTER AGREEMENT

**THIS AMENDMENT TO MASTER AGREEMENT** ("Amendment") is entered into by Embanet-Compass Knowledge Group Inc., a Florida corporation ("Company") and the University of Florida Board of Trustees, a public body corporate of the State of Florida ("University"), effective as of January 9, 2012, the start date of the University's Spring 1 2012 term ("Effective Date"). Company and the University are individually referred to as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into the Master Agreement effective January 1, 2011 ("Agreement"); and

**WHEREAS**, the Parties desire to amend the Agreement to describe the Parties' rights and obligations regarding the use of e-Learning Program Courses apart from its e-Learning Program.

**THEREFORE**, the Parties hereby agree to amend the Agreement according to the following terms.

**1. Section 8(a)(iv) is added to the Agreement as follows.**

Special Use of e-Learning Program Courses. Company hereby grants to the University a license to use Company Provided Material in any e-Learning Program Course in a non-competing online program ("Special Use Course"), subject to the following:

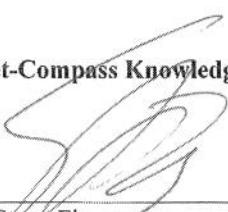
- a) The University shall provide written notice to Company prior to scheduling a Special-Use Course.
- b) The University may not incorporate a Special Use Course into an online program that is administered by a third party provider.
- c) If the Company is interested in developing an e-Learning Program that incorporates the Special Use Course, the Parties shall negotiate in good faith a Program Term Sheet for the purpose of creating, marketing, promoting, and delivering a new e-Learning Program. However, there is no obligation for either Party to enter into a Program Term Sheet for any Special Use Course, and the University may proceed with presenting the Special Use Course on its own at any time.
- d) The University shall pay the Company ten percent (10%) of the Instructional Fees attributable to a Special Use Course.

**2. No Other Amendment.** The terms of the Agreement remain in full force as supplemented by this Amendment.

The Parties have executed this Amendment by their duly authorized representatives as of the Effective Date.

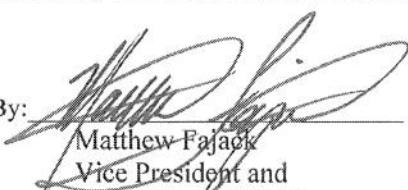
*[signature page follows]*

**Embanet-Compass Knowledge Group Inc.**

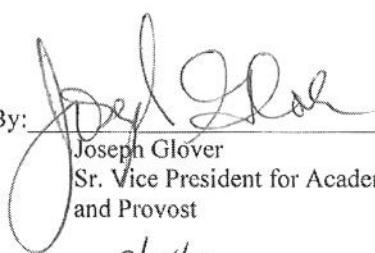
By:   
Steve Fireng  
President and CEO

Date: 4/18/12

**University of Florida Board of Trustees**

By:   
Matthew Fajack  
Vice President and  
Chief Financial Officer

Date: 5/3/12

By:   
Joseph Glover  
Sr. Vice President for Academic Affairs  
and Provost

Date: 5/14/12

## Amendment to Exhibit A-4 Program Term Sheet

This Amendment to Exhibit A-4 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-4 Program Term Sheet effective August 1, 2012 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication with a Specialization in Social Media ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

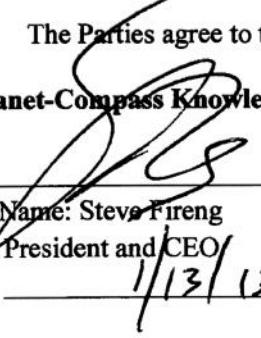
1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media, and related certificates (the 'E-Learning Program') and is described as follows:"

2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

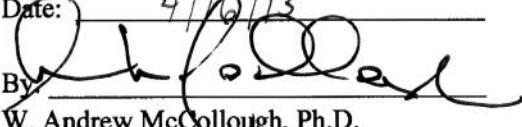
The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By:   
Print Name: Steve Fireng  
Title: President and CEO  
Date: 1/13/13

**The University of Florida Board of Trustees**

By:   
Diane McFarlin  
Dean, College of Journalism and Communications  
Date: 4/10/13

By:   
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/25/13

By:   
Lisa Deal, C.P.M  
Purchasing Director  
Date: 4/20/13

## Amendment to Exhibit A-2 Program Term Sheet

This Amendment to Exhibit A-2 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-2 Program Term Sheet effective August 17, 2011 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication specializing in Global Strategic Communication ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication, and related certificates (the 'E-Learning Program') and is described as follows:"

2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_  
Print Name: Steve Fireng  
Title: President and CEO  
Date: 11/13/13

**The University of Florida Board of Trustees**

By: \_\_\_\_\_  
Diane McFarlin,  
Dean, College of Journalism and Communications  
Date: 4/16/13

By: \_\_\_\_\_  
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/25/13

By: \_\_\_\_\_  
Lisa Deal, C.P.M  
Purchasing Director  
Date: 4/30/13

## **MTM PROGRAM TERMINATION AGREEMENT**

**THIS MTM PROGRAM TERMINATION AGREEMENT** ("Termination Agreement") is effective as of date of the last signature below ("Effective Date"), by and between Embanet-Compass Knowledge Group Inc. ("Pearson Embanet") and the University of Florida Board of Trustees ("University"). Pearson Embanet and University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 ("Agreement") and Program Term Sheet #1 executed on November 2, 2010 ("MTM Program Term Sheet"), for the online Master of Science in Pharmacy with concentration in Medication Therapy Management program ("MTM Program");

**WHEREAS**, the Parties mutually desire to terminate the MTM Program Term Sheet and transfer the servicing and administration of the MTM Program to University;

**NOW, THEREFORE**, the Parties agree to terminate the MTM Program Term Sheet on the following terms and conditions:

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the MTM Program Term Sheet effective as of January 13, 2016 ("Termination Date"). As of the Termination Date, all of the terms, conditions, representations, covenants, and provisions of the MTM Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the MTM Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet's Transitional Services.** Pearson Embanet shall provide the following transitional services, and no other services, to University regarding the MTM Program (collectively, "Transitional Services"):
  - a. **Marketing Services.** Pearson Embanet shall provide marketing services for the MTM Program under Section 4(b) of the Agreement up to December 15, 2015, for the Spring 2016 term. Pearson Embanet shall disable and take down all MTM Program websites and landing pages at the close of business on December 15, 2015, to avoid channel conflict with University marketing efforts. The University shall be responsible for all MTM Program marketing activities subsequent to December 15, 2015.
  - b. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the MTM Program up to the application deadline of December 15, 2015, for the Spring 2016 term. In addition, Pearson Embanet shall provide support to newly admitted Spring 2016 MTM Program Students through the first day of class on January 11, 2016. The University shall be responsible for all other MTM Program recruiting activities subsequent to December 15, 2015.
  - c. **Student Retention Services.** Pearson Embanet shall provide student retention services for MTM Program Students under Section 4(d) of the Agreement up to

- the Termination Date. The University shall be responsible for all MTM Program retention activities subsequent to the Termination Date.
- d. **Transfer of Application Information.** Pearson Embanet will provide the University with available prospective MTM Program student application materials for the Summer 2016 term or later as soon as reasonably practical after the Termination Date, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
  - e. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
3. **University's Transitional Obligations.** University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in MTM Program Courses as of the Termination Date.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other and each Party's respective officers, directors, trustees, members, employees, contractors, agents, successors, and assigns of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to (a) the MTM Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the MTM Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by either Party arising out of an alleged breach of this Termination Agreement or prevent either Party from enforcing the terms of this Termination Agreement.

6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 9, 10, 11, and 16 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

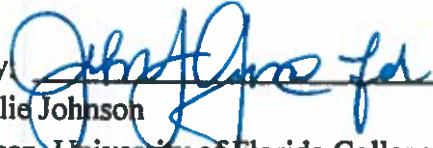
**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement on the date of the last signature below, effective as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_  
Todd Hitchcock  
Chief Operating Officer

Date: \_\_\_\_\_

**The University of Florida Board of Trustees**

By:   
Julie Johnson  
Dean, University of Florida College of Pharmacy

Date: 11/9/15

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 11/10/15

By: \_\_\_\_\_  
Lisa Deal Cheri Spitzer  
Director, Purchasing Purchasing Coordinator I

11-12-2015

Date: \_\_\_\_\_

**AMENDMENT TO EXHIBIT A-1  
MA AE PROGRAM TERM SHEET**

**THIS AMENDMENT TO EXHIBIT A-1 MA AE PROGRAM TERM SHEET**  
("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as the date of the last signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-1 Program Term Sheet effective August 17, 2011 ("MA AE Program Sheet"), for the University's Master of Arts in Art Education ("MA AE Program"), governed by the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the MA AE Program Sheet includes Statement of Work #1 ("SOW #1"), which describes the scope of the services provided by Company;

**WHEREAS**, the Parties desire to amend the MA AE Program Term Sheet to redefine the scope of the Company's course development services;

**WHEREAS**, the University plans to migrate, at its sole cost and expense, the e-Learning Program Courses for the MA AE Program from the Sakai learning management system (LMS) to the Canvas LMS, which is scheduled for completion in the Summer 2016 term;

**WHEREAS**, the University will be responsible for all e-Learning Program instructional design and course development activities for the MA AE Program for the Summer 2016 and subsequent terms.

**NOW THEREFORE**, the Parties hereby agree to amend the MA AE Program Sheet as follows.

1. Section 4(d) of SOW #1 is hereby amended by adding the following to the end of the first sentence:

"for e-Learning Program Courses, until such time as the University begins to migrate such Courses to the Canvas LMS; provided, however, that the Company shall continue to provide Customer Support for e-Learning Courses being offered concurrently with migration of such Courses. For purposes of this SOW #1, 'Customer Support' means the troubleshooting of critical e-Learning Program Course incidents or technical errors arising from such Course's design or development that could impede Program Student academic progress."

2. The University shall migrate the e-Learning Program Courses to the Canvas LMS pursuant to the attached course migration schedule.

3. All other terms and conditions of the MA AE Program Term Sheet shall remain in full force and effect.

## **Exhibit 1**

### **MA Art Ed Course Migration Schedule**

- 1. Migration Commencing at the Beginning of Fall 2015**
  - 1.1. ART5930C – Sketchbook Development
  - 1.2. ART5930C – The Digital Image
  - 1.3. ARE6933 – Perspectives of Artistic Development
  - 1.4. ARE6746 – Research Methods
- 2. Migration Commencing at the Beginning of Spring 2016**
  - 2.1. ARE6148 – Curriculum in Teaching Art
  - 2.2. ARE6933 – Art in Alternative Sites
  - 2.3. ART5930C – Digital Video
  - 2.4. ARH6930 – Art & Global Diversity (already developed in Canvas; no transition needed)
- 3. Migration Commencing at the Beginning of Summer 2016**
  - 3.1. ARE6049 – History of Teaching Art
  - 3.2. ARE6641 – Contemporary Issues in Art Education
  - 3.3. ARE6933 – Globalization
  - 3.4. ART5930C – Mapping & Place

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_

Todd Hitchcock  
Chief Operating Officer

Date: \_\_\_\_\_

**The University of Florida Board of Trustees**

By: Edward E. Schaefer

Edward Schaefer  
Associate Dean, University of Florida College of Fine Arts

Date: 3 November 2015

By: Lucinda Lavelli

Lucinda Lavelli  
Dean, College of the Arts

Date: 11/3/15

By: W. Andrew McCollough

W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 11/5/15

By: \_\_\_\_\_

Lisa Deal Cheri Spitzer  
Director of Purchasing Purchasing Coordinator I

Date: 11-13-2015



Office of the Associate Provost

235 Tigert Hall  
PO Box 113175  
Gainesville, FL 32611-3175  
352-392-1202

September 8, 2015

Dear Mr. Thompson:

The purpose of this letter is to notify you that the University of Florida Board of Trustees, a public body corporate of the state of Florida for the benefit of the College of Pharmacy ("University") Master of Science in Pharmacy with a concentration in Medication Therapy Management (MTM) program, is hereby terminating the Agreement it entered into with Pearson, PLC, formerly known as Compass Knowledge Group, LLC, a limited liability company authorized to conduct business in Florida ("Company") on November 2, 2010.

Pursuant to Section 9 of Program Term Sheet #1, one party may provide the other party with ninety (90) days advanced notice of termination of the Agreement if there are fewer than the agreed minimum number of paid credit hours enrolled in the Distance Courses (administered by the University) during the agreed period of time following first student enrollment.

Sincerely,



W. Andrew McCollough  
Associate Provost for Teaching & Technology



Lisa Deal  
Director of Purchasing

## **AMENDMENT TO MASTER AGREEMENT**

**THIS AMENDMENT TO MASTER AGREEMENT** (“Amendment”) is entered into by Embanet-Compass Knowledge Group Inc., a Florida corporation (“Company”) and the University of Florida Board of Trustees, a public body corporate of the State of Florida (“University”), effective as of January 9, 2012, the start date of the University’s Spring 1 2012 term (“Effective Date”). Company and the University are individually referred to as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into the Master Agreement effective January 1, 2011 (“Agreement”); and

**WHEREAS**, the Parties desire to amend the Agreement to describe the Parties’ rights and obligations regarding the use of e-Learning Program Courses apart from its e-Learning Program.

**THEREFORE**, the Parties hereby agree to amend the Agreement according to the following terms.

**1. Section 8(a)(iv) is added to the Agreement as follows.**

Special Use of e-Learning Program Courses. Company hereby grants to the University a license to use Company Provided Material in any e-Learning Program Course in a non-competing online program (“Special Use Course”), subject to the following:

- a) The University shall provide written notice to Company prior to scheduling a Special-Use Course.
- b) The University may not incorporate a Special Use Course into an online program that is administered by a third party provider.
- c) If the Company is interested in developing an e-Learning Program that incorporates the Special Use Course, the Parties shall negotiate in good faith a Program Term Sheet for the purpose of creating, marketing, promoting, and delivering a new e-Learning Program. However, there is no obligation for either Party to enter into a Program Term Sheet for any Special Use Course, and the University may proceed with presenting the Special Use Course on its own at any time.
- d) The University shall pay the Company ten percent (10%) of the Instructional Fees attributable to a Special Use Course.

**2. No Other Amendment.** The terms of the Agreement remain in full force as supplemented by this Amendment.

The Parties have executed this Amendment by their duly authorized representatives as of the Effective Date.

*[signature page follows]*

**Embanet-Compass Knowledge Group Inc.**

By:

Steve Fireng  
President and CEO

Date:

4/18/12

**University of Florida Board of Trustees**

By:

Matthew Fajack  
Vice President and  
Chief Financial Officer

Date:

5/3/12

By:

Joseph Glover  
Sr. Vice President for Academic Affairs  
and Provost

Date:

5/14/12

## MURP PROGRAM TERMINATION AGREEMENT

**THIS MURP PROGRAM TERMINATION AGREEMENT** (“Termination Agreement”) is effective as of date of the second signature below (“Effective Date”), by and between Embanet-Compass Knowledge Group Inc. (“Pearson Embanet”) and the University of Florida Board of Trustees (“University”). Pearson Embanet and University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 (“Agreement”) and Program Term Sheet A-1 executed on August 30, 2011 (“MURP Program Term Sheet”), for the online Master of Arts in Urban and Regional Planning, now Master of Urban and Regional Planning (“MURP Program”); and

**WHEREAS**, the Parties mutually desire to terminate the MURP Program Term Sheet and transfer the servicing and administration of the MURP Program to University.

**THEREFORE**, the Parties agree to terminate the MURP Program Term Sheet on the following terms and conditions.

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the MURP Program Term Sheet effective as of August 29, 2014 (“Termination Date”). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the MURP Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the MURP Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet’s Services.**
  - a. Pearson Embanet shall provide the following transitional services to University regarding the MURP Program (collectively, “Transitional Services”).
    - i. **Marketing Services.** Pearson Embanet shall provide marketing services for the MURP Program under Section 4(b) of the Agreement up to and including July 16, 2014. Pearson Embanet shall disable and take down all MURP Program marketing websites and landing pages at the close of business on July 16, 2014, to avoid channel conflict with University marketing efforts. The University shall be responsible for all MURP Program marketing activities subsequent to July 16, 2014.
    - ii. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the MURP Program up to and including July 17, 2014, for the Fall 2014 term. In addition, Pearson Embanet shall provide support to newly admitted Fall 2014 MURP Program Students and applicants from July 17, 2014, through the first day of class on August 25, 2014. The University shall be responsible for all other MURP Program recruiting activities for the Spring 2015 term and all subsequent terms.
    - iii. **Student Retention Services.** Pearson Embanet shall provide student retention services for MURP Program Students under Section 4(d) of the Agreement up to and including the last day of class for the Fall B 2014 term

- on December 14, 2014. The University shall be responsible for all MURP Program student retention activities subsequent to December 14, 2014.
- iv. **Instructional Design Services.** Pearson Embanet shall provide the following limited instructional design services under Section 4(f) of the Agreement for the MURP Program from the Termination Date through the end of the Fall B 2014 term: Pearson Embanet shall complete initial course development and provide support of MURP Program courses as previously scheduled for completion in the Fall A and Fall B 2014 terms pursuant to practices and specifications that were established during implementation of the MURP Program Term Sheet. The University shall be responsible for all other MURP Program instructional design activities subsequent to the Termination Date, except as otherwise provided in Section 2(b).
- v. **Transfer of Courses.** In exchange for the sum of \$124,985.00 (“Course Purchase Price”), payable by University as set forth in Section 3(b)(i). herein, Pearson Embanet hereby transfers and assigns to University all of Pearson Embanet’s right, title, and interest in the MURP Program courses listed on Exhibit A, including all copyright, patent, and other intellectual property rights held by Pearson Embanet. Pearson Embanet shall transfer the MURP Program course files to University in an electronic form as the Parties mutually agree pursuant to the target dates set forth in Exhibit A. Pearson Embanet warrants that its employees and contractors who are inventors or authors of Company Provided Materials have assigned to Pearson Embanet all of their right, title, and interest to the intellectual property rights in Company Provided Materials that are incorporated into the MURP Program courses. The Parties acknowledge and agree that (a) the transfer of intellectual property rights under this Section 2(a)(v) does not encompass or purport to transfer any right, title, and interest to intellectual property rights held by third parties, and (b) that Pearson Embanet retains no rights to use, copy, display, distribute, perform, and create derivative works of the MURP Program courses. Pearson shall transfer the MURP Program courses to the University according the dates listed on Exhibit A.
- vi. **Transfer of Leads Database.** Pearson Embanet shall make available to University the names, contact information, available CRM-based Enrollment Advisor correspondence notes, and available CRM-based email correspondence for prospective MURP Program students (collectively, “Leads”) received between October 1, 2011, and July 16, 2014 (collectively, “Leads”) in Microsoft SQL database format or other electronic format as the Parties mutually agree.
- vii. **Transfer of Application Information.** Pearson Embanet will provide the University with all available prospective MURP Program student application materials for the Fall 2014 term or later as soon as practicable after the execution of this Agreement, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
- b. Pearson Embanet shall provide the following course development services to University regarding the MURP Program (collectively, “Course Development Services”).

- i. Pearson Embanet shall design and develop three (3) MURP Program courses described in Exhibit B (“New MURP Program Courses”) pursuant to the specifications set forth in Exhibit B.
  - ii. Pearson Embanet shall revise and refresh the eight (8) existing MURP Program Courses described in Exhibit C (“Existing MURP Program Courses”) pursuant to the specifications set forth in Exhibit C.
  - iii. Pearson Embanet shall migrate the eight (8) Existing MURP Program Courses described in Exhibit C pursuant to the specifications set forth in Exhibit D.
- c. University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet’s Transitional Obligations under this Termination Agreement.
- i. The University shall promptly provide the Pearson Embanet instructional design team with University Provided Material and reasonably requested information concerning the New MURP Program Courses and the Existing MURP Program Courses.
  - ii. The University will provide Pearson Embanet with reasonable access to applicable University subject matter experts to assist in the development of the New MURP Program Courses and the revision of the Existing MURP Program Courses.
  - iii. The University shall respond promptly to Pearson Embanet’s reasonable requests for review and approvals regarding the New MURP Program Courses and the Existing MURP Program Courses.
  - iv. The University shall provide Pearson Embanet with appropriate access to the Originating Location set forth in Exhibit D and all associated course content and resources files.
  - v. The University shall provide Pearson Embanet with appropriate access to the Destination Location set forth in Exhibit D.
  - vi. The University shall provide Pearson Embanet with a single point of contact for the purpose of resolving access for any issues associated with the Originating Location and Destination Location set forth in Exhibit D.
  - vii. The University shall provide a single point of contact to assist the Pearson Embanet instructional design team in the implementation and migration of third party tools within the course environment.

3. **University’s Transitional Obligations.** University shall be obligated as follows (collectively, “University’s Transitional Obligations”).
- b. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in MURP Program Courses as of the Termination Date. Pearson Embanet grants the University a 5% discount on Company Distributions for the Spring 2015 semester and all subsequent terms.
- c. **Fees and Costs.**
- i. The University shall pay the Course Purchase Price to Pearson Embanet in five equal installments of \$24,997.00. The installments shall be payable concurrently with the Company Distributions due in the five following terms: Spring 2015, Summer 2015, Fall 2015, Spring 2016, and Summer 2016.

- ii. The University shall pay Pearson Embanet \$239,389.00 for the Course Development Services in five equal installments of \$47,877.80. The installments shall be payable concurrently with the Company Distributions due under the MURP Program Termination Agreement in the five following terms: Spring 2015, Summer 2015, Fall 2015, Spring 2016, and Summer 2016. If the University requests Pearson Embanet personnel to travel to the University's campus in connection with the performance of the Course Development Services, the University will reimburse all reasonable travel expenses net thirty (30) days of invoice according to the University's rules and regulations.
  - d. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the MURP Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the MURP Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by either Party arising out of an alleged breach of this Termination Agreement, or prevent either Party from enforcing the terms of this Termination Agreement.
6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 2, 9, 10, 11, 12, 13, 15, 16, and 17 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein. In the event of any conflict between the terms and conditions of this Termination Agreement and the Agreement, the terms and conditions of this Termination agreement prevail.

**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement as of the Effective Date.

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**  
**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EMBANET KNOWLEDGE  
COMPASS, INC.**

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

Approved:

By: \_\_\_\_\_

Approved:

By: 

Print Name: \_\_\_\_\_

Print Name: Christopher Silver, Ph.D., FAICP

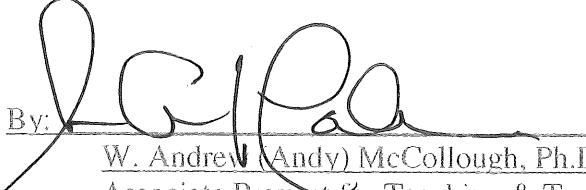
Title: \_\_\_\_\_

Title: Dean, College of Design, Construction and Planning

Date: \_\_\_\_\_

Date: July 28, 2014

By: \_\_\_\_\_

  
W. Andrew (Andy) McCollough, Ph.D.  
Associate Provost for Teaching & Technology

Date: 8/1/14

By: \_\_\_\_\_

Taylor McKellips  
Purchasing Coordinator, Division of the CFO

Date: 8/12/2014

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**MURP Program Courses**

<b><u>COURSES</u></b>		<b><u>TRANSFER TARGET DATE</u></b>
New Student Orientation		September 19, 2014
URP 6100	Planning Theory and History	December 19, 2014
URP 6231	Quantitative Data Analysis for Planners	December 19, 2014
URP 6042	Urban Economy	September 19, 2014
URP 6131	Land Use Planning Law	September 19, 2014
URP 6270	Survey of Planning Information Systems	December 19, 2014
URP 6542	Urban Land Economics	December 19, 2014
URP 6203	Planning Research Design	December 19, 2014
URP 6716	Transportation Policy and Planning*	December 19, 2014
URP 6061	Planning Administration and Ethics	September 19, 2014
URP 6341A	Urban Planning Project (Pt. 1)	September 19, 2014
 <b><u>Specialization Courses – Sustainability</u></b>		
LAA 5331	Site Design Methodology	May 1, 2015
URP 6421	Environmental Land Use Planning and Management	May 1, 2015
URP 6610	International Development Planning	August 19, 2015
URP 6905	Sustainable Community Development	August 19, 2015
 <b><u>Specialization Courses – GIS</u></b>		
URP 6271	Customizing Planning Information Systems	May 1, 2015
URP 6272	Advanced Planning Information Systems	May 1, 2015
URP 6905	3D Geospatial Urban Modeling and Visualization	August 19, 2015
URP 6276	Internet Geographic Information Systems	August 19, 2015
 <b><u>Capstone Courses</u></b>		
URP 6341B	Urban Planning Project (Pt. 2)	December 19, 2014
URP 6941	Urban Planning Internship	December 19, 2014
URP 6979	Terminal Project	December 19, 2014

\*If this course is chosen to go through a revision to Canvas per Exhibit C, the transfer target date for will be August 19, 2015.

**Exhibit B**  
**Design and Development of New MURP Program Courses**

Pearson Embanet shall design and develop the New MURP Program Courses described below in the University's Canvas learning management system pursuant to the following schedule and practices and specifications that were established during implementation of the MURP Program Term Sheet.

Course	Development Status	Launch Term	Migration Action
<b>Capstone Courses</b>			
URP6341B	NEW	Spr A/B 2015	Develop in Canvas
URP6979	NEW	Spr A/B 2015	Develop in Canvas
URP6941	NEW	Spr A/B 2015	Develop in Canvas

**Exhibit C**  
**Revision and Refresh of Existing MURP Program Courses**

Pearson Embanet shall revise and refresh the eight (8) Existing MURP Program Courses described below in the University's Canvas learning management system pursuant to the following schedule and practices and specifications that were established during implementation of the MURP Program Term Sheet.

Course	Action	Launch Term
<b>GIS Specialization</b>		
URP6271	Revision	Spr A 2015
URP6272	Revision	Spr B 2015
LAA5331	Revision	Spr A 2015
URP6421	Revision	Spr B 2015
URP6905 – 3D Geospatial Urban Modeling & Visualization	Revision	SU B 2015
URP6276	Revision	SU B 2015
URP6610 or URP 6716*	Revision	SU A 2015
URP6905 – Sustainable Community Development	Revision	SU B 2015

\*To be determined by the University. Pearson Embanet will revise and migrate either URP6610 or URP 6716, but not both courses. The University will inform Pearson Embanet of its final decision by August 1, 2014.

**Exhibit D**  
**Migration of Existing MURP Program Courses**

Pearson Embanet will migrate the eight (8) Existing MURP Program Courses described in Exhibit C from the Originating Location to the Destination Location, as hereinafter defined, pursuant to the schedule set forth in Exhibit C. Wherever possible, Pearson Embanet will attempt to mirror naming conventions when migrating the Existing MURP Program Courses to the Canvas environment, taking into consideration that some Canvas tools and features use different naming conventions than Blackboard and/or function differently than those of Sakai.

- b. Originating Location: <https://lss.at.ufl.edu/>
- c. Destination Location: as specified by University.

## Program Term Sheet #1

This Program Term Sheet #1 (the "Program Term Sheet") is executed as of 2 NOVEMBER, 2010 and is an Exhibit to the E-Learning Project Master Agreement entered into as of 2 NOVEMBER, 2010 (the "Agreement") by and between Compass Knowledge Group, LLC ("Company") and the University of Florida Board of Trustees on behalf of the College of Pharmacy ("University"). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

**1. E-Learning Program:** Master of Science in Pharmacy with concentration in **Medication Therapy Management**

**2. Enrollment Term:** New students may enter this E-Learning Program in Fall, Spring, and Summer (each, an "Enrollment Term") with an expected E-Learning Program start Enrollment Term of Summer 2011 - pending sufficient Student enrollments.

**3. Steering Committee Designees**

- a. **For the University:** College of Pharmacy Associate Dean for Distance, Continuing, & Executive Education and Program Director or their duly appointed representatives
- b. **For the Company:** President / Chief Academic Officer and Chief Operating Officer or their duly appointed representatives

**4. Term:** The E-Learning Program and this Program Term Sheet shall have an **initial term of seven (7) years** from the date of the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year terms (the "Renewal Term(s)") unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the "Term."

**5. Launch Fee:** N/A

**6. Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the "Company Distribution") and the University will receive the percentage of the Instructional Fees (the "University Distribution") as follows:

46% to the Company and 54% to the University

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

8. **Minimum Number of Students and Time Period(s)** (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement): 150 students within two (2) calendar years after the first E-Learning Program Course enrollments.

9. **Termination Without Cause:** After five (5) years from the Effective Date of the E-Learning Program and this Program Term Sheet, the University shall be entitled to terminate the E-Learning Program and this Program Term Sheet without cause upon ninety (90) days prior written notice from the University to Company. In the event of any such termination without cause pursuant to this Section 10 (Termination Without Cause), Company shall be entitled to liquidated damages in an amount equal to fifty percent (50%) of the Company Distribution for the remaining Term of the E-Learning Program and this Program Term Sheet (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be calculated utilizing the then-current annualized "FTE Student" count and the then-current Instructional Fees as of the effective date of termination. For purposes of this Section 10 (Termination Without Cause), "FTE Student" shall mean an unduplicated headcount person enrolled and matriculated in the prescribed course load for the E-Learning Program (e.g., six (6) semester credit hours per semester and eighteen (18) semester credit hours per year). For example, assuming: (a) a termination without cause effective as of the start of year six (6) of the Initial Term, and (b) Instructional Fees at year six (6) of \$550 per credit hour, the Liquidated Damages Amount per FTE Student would be \$5,445.00 (i.e., 1 FTE Student x 18 credit hours per year x \$550 per credit hour x 2 years remaining in Initial Term x 55% (Company Distribution) x 50% (termination value) = \$5,445.00).

The Liquidated Damages Amount shall be paid by the University to the Company in a single, lump-sum payment within thirty (30) days of the effective date of termination. Any Liquidated Damages Amount not received within thirty (30) days of the effective date of termination shall be subject to Section 6(d) (Late Charges) of the Agreement. Upon receipt in full of the Liquidated Damages Amount, the Company shall not be entitled to any additional Company Distribution under the E-Learning Program and this Program Term Sheet, including, but not limited to, any Post Termination Distributions as set forth in Section 9(c) (Survival) of the Agreement. The Liquidated Damages Amount is fixed and agreed on by and between the University and the Company because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Company will sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University, some of which are indefinite and not susceptible to easy proof. The University and Company hereby acknowledge and agree that the Liquidated Damages Amount is a reasonable estimate of the amount of damages which the Company would sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University. The University and the Company both acknowledge and agree that the Liquidated Damages Amount shall not be deemed a penalty, but shall be considered reasonable compensation to Company for the losses and damages that will be incurred by the Company in the event of any termination of the E-Learning Program and this Program Term Sheet by the University pursuant to this Section 10 (Termination Without Cause).

**10. Representation and Warranties.** Pursuant to Section 10 (Covenants and Liability) of the Agreement, the Parties hereby re-state the representations and warranties set forth in Section 10(a) (Company Warranties) and Section 10(b) University Warranties) of the Agreement.

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

If to the Company: 2145 MetroCenter Blvd., Suite 400  
Orlando, FL 32835-7632  
Attn: Daniel J. Devine, CEO  
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.  
P.O. Box 149392  
Orlando, Florida 32814  
Attn: Scott Kizer, Esq.  
Fax: 407-894-8126

If to the University: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Compass Knowledge Group, LLC

By: \_\_\_\_\_  
Print Name: Daniel J. Devine  
Title: CEO / VICE CHAIRMAN  
Date: 2 NOVEMBER 2010

The University of Florida Board of Trustees  
on behalf of the College of Pharmacy

By: William H. Riffle, Jr.  
Print Name: William H. Riffle, UF  
Title: DEAN, College of PHARMACY, UF  
Date: 11-01-2010

**Exhibit A-1**  
**Program Term Sheet**

This Exhibit A-1 - Program Term Sheet (the “**Program Term Sheet**”) is an Exhibit to the E-Learning Project Master Agreement entered into as of November 17, 2009 (the “**Agreement**”) by and between Compass Knowledge Group, LLC (“**Company**”) and The University of Florida Board of Trustees on behalf of the College of Fine Arts (“**University**”). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** **Master of Arts in Art Education**

2. **Effective Date:** The effective date is **November 17, 2009**

3. **Enrollment Term:** New students may enter this E-Learning Program in Fall, Spring, and Summer (each, an “**Enrollment Term**”) with an expected E-Learning Program start Enrollment Term of Summer 2010 - pending sufficient Student enrollments.

4. **Steering Committee Designees**

a. For the University: \_\_\_\_\_ and \_\_\_\_\_ or their duly appointed representatives

b. For the Company: President / Chief Academic Officer and Chief Operating Officer or their duly appointed representatives

5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the Effective Date (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year terms (the “**Renewal Term(s)**”) unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the “**Term**.”

6. **Launch Fee:** N/A

7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the “**Company Distribution**”) and the University will receive the percentage of the Instructional Fees (the “**University Distribution**”) as follows:

60% to the Company and 40% to the University for the first six Enrollment Terms (or until such time after the first six Enrollment Terms as all E-Learning Program Courses have been converted to an e-learning format at least once) and then 55% to the Company and 45% to the University

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

**9. Minimum Number of Students and Time Period(s)** (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement): 150 students within two (2) calendar years after the first E-Learning Program Course enrollments.

**10. Termination Without Cause:** After five (5) years from the Effective Date of the E-Learning Program and this Program Term Sheet, the University shall be entitled to terminate the E-Learning Program and this Program Term Sheet without cause upon ninety (90) days prior written notice from the University to Company. In the event of any such termination without cause pursuant to this Section 10 (Termination Without Cause), Company shall be entitled to liquidated damages in an amount equal to fifty percent (50%) of the Company Distribution for the remaining Term of the E-Learning Program and this Program Term Sheet (the “**Liquidated Damages Amount**”). The Liquidated Damages Amount shall be calculated utilizing the then-current annualized “FTE Student” count and the then-current Instructional Fees as of the effective date of termination. For purposes of this Section 10 (Termination Without Cause), “FTE Student” shall mean an unduplicated headcount person enrolled and matriculated in the prescribed course load for the E-Learning Program (e.g., six (6) semester credit hours per semester and eighteen (18) semester credit hours per year). For example, assuming: (a) a termination without cause effective as of the start of year six (6) of the Initial Term, and (b) Instructional Fees at year six (6) of \$550 per credit hour, the Liquidated Damages Amount per FTE Student would be \$5,445.00 (i.e., 1 FTE Student x 18 credit hours per year x \$550 per credit hour x 2 years remaining in Initial Term x 55% (Company Distribution) x 50% (termination value) = \$5,445.00).

The Liquidated Damages Amount shall be paid by the University to the Company in a single, lump-sum payment within thirty (30) days of the effective date of termination. Any Liquidated Damages Amount not received within thirty (30) days of the effective date of termination shall be subject to Section 6(d) (Late Charges) of the Agreement. Upon receipt in full of the Liquidated Damages Amount, the Company shall not be entitled to any additional Company Distribution under the E-Learning Program and this Program Term Sheet, including, but not limited to, any Post Termination Distributions as set forth in Section 9(c) (Survival) of the Agreement. The Liquidated Damages Amount is fixed and agreed on by and between the University and the Company because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Company will sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University, some of which are indefinite and not susceptible to easy proof. The University and Company hereby acknowledge and agree that the Liquidated Damages Amount is a reasonable estimate of the amount of damages which the Company would sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University. The University and the Company both acknowledge and agree that the Liquidated Damages Amount shall not be deemed a penalty, but shall be considered reasonable compensation to Company for the losses and damages that will be incurred by the Company in the event of any termination of the E-Learning Program and this Program Term Sheet by the University pursuant to this Section 10 (Termination Without Cause).

**11. Representation and Warranties.** Pursuant to Section 10 (Covenants and Liability) of the Agreement, the Parties hereby re-state the representations and warranties set forth in Section 10(a) (Company Warranties) and Section 10(b) University Warranties) of the Agreement.

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

If to the Company: 2145 MetroCenter Blvd., Suite 400  
Orlando, FL 32835-7632  
Attn: Daniel J. Devine, CEO  
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.  
P.O. Box 149392  
Orlando, Florida 32814  
Attn: Scott Kizer, Esq.  
Fax: 407-894-8126

If to the University: 235 Tigert Hall, PO Box 113175  
Gainesville, FL 32611-3175  
Attn: Joseph Glover, Provost  
Fax: 352-392-8735

With a copy to: University of Florida General Counsel  
123 Tigert Hall, PO Box 113125  
Gainesville, FL 32611-3125  
Fax: 352-392-4387

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

Compass Knowledge Group, LLC

By: \_\_\_\_\_  
Print Name: Daniel J. Devine  
Title: CEO  
Date: 16 November 2009

The University of Florida Board of Trustees  
on behalf of the College of Fine Arts

By: Joseph Glover  
Print Name: JOSEPH GLOVER  
Title: PROVOST  
Date: 11/18/09

### Exhibit A-3

#### Program Term Sheet

This Exhibit A-3 Program Term Sheet (the "Program Term Sheet") is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. ("Company") and the University Of Florida Board Of Trustees ("University"). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is **Master of Music in Music Education** described as follows:

The Master of Music in Music Education degree at the University of Florida provides advanced professional study for music teachers. Degree requirements emphasize the development of both practical skills and theoretical knowledge. The music education faculty have extensive experience in music education in K-12 schools and higher education, having received national and international acclaim as teachers, researchers, conductors, authors, and clinicians.

2. **Effective Date:** The effective date of the E-Learning Program is **February 1, 2012**.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms. The first intake will be for the Fall semester 2012.

#### 4. College Steering Committee Designees

- a. For the University: Ed Schaefer, Associate Dean for Academic and Student Affairs; Russell Robinson, Professor of Music Education, Head of Music Education Area; William Bauer, Associate Professor of Music Education.
- b. For the Company: Keith Thompson, Senior Vice President of Academic Partnerships; Scott Levine, Managing Director.

5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the "Renewal

Term(s)") unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

**6. Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

- 7. Company Distribution:** Sixty per cent (60%) for students recruited by Company, subject to discounts described in Schedule 4.
- 8. Admission Requirements:** In addition to the normal admission requirements for the degree, the following will be respected:
- Prospective students working in music education outside of the formal classroom such as private music instructors are eligible for admission.
- 9. PhD Students:** Students in the on campus PhD program will be encouraged to take between 4 and 6 online courses from the MME program, revenues from PhD students in these courses will be included in this revenue sharing agreement.
- 10. Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 100 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

Embanet-Compass Knowledge Group Inc.

By:

Steve Fireng

Chief Executive Officer

Date: 7-10-12

The University of Florida Board of  
Trustees

By:

Lucinda Lavelli

Dean, College of Fine Arts

Date: 1-17-12

By:

Lisa Deal, C.P.M.

Purchasing Director

Date: 2-24-12

### Amendment to Exhibit A-2 Program Term Sheet

This Amendment to Exhibit A-2 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-2 Program Term Sheet effective August 17, 2011 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication specializing in Global Strategic Communication ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication, and related certificates (the 'E-Learning Program') and is described as follows:"

2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_  
Print Name: Steve Fireng  
Title: President and CEO  
Date: 1/13/13

**The University of Florida Board of Trustees**

By: \_\_\_\_\_  
Diane McFarlin,  
Dean, College of Journalism and Communications  
Date: 4/16/13

By: \_\_\_\_\_  
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/23/13

By: \_\_\_\_\_  
Lisa Deal, C.P.M.  
Purchasing Director  
Date: 4/30/13

**Exhibit A-2**  
**Program Term Sheet**

This Exhibit A-2 Program Term Sheet (the "Program Term Sheet") is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. ("Company") and the University Of Florida Board Of Trustees ("University"). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication (the "E-Learning Program") and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Global Strategic Communication specialization is a professionally focused master's program designed to prepare students for career advancement and development. A special emphasis on international perspectives is stressed throughout the curriculum.

2. **Effective Date:** The effective date of the E-Learning Program is August 17, 2011.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms.
4. **College Steering Committee Designees**
  - a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships, Managing Director, and Partnership Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the "Renewal Term(s)") unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

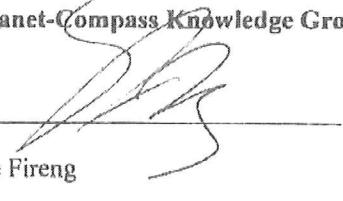
6. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

7. **Company Distribution:** Fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

Embanet-Compass Knowledge Group Inc.

By: 

Steve Fireng

Chief Executive Officer

Date: 8/30/11

The University of Florida Board of  
Trustees

By: 

John W. Wright, II, Ph.D.

Dean and Professor

Date: 8-17-11

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 8/24/11

## **Exhibit A-1**

### **Program Term Sheet**

This Exhibit A-1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

- 1. E-Learning Program:** The name of the E-Learning Program is Master of Arts in Urban and Regional Planning (the “E-Learning Program”) and is described as follows:

The MA in Urban and Regional Planning E-Learning Program is designed to provide a set of core studies and contextual projects that prepare the graduate for the practice of planning in public or private agencies at both national and international levels. The core studies include history and theory of planning; planning methods; growth management at local, regional, and state levels; and related studies in community and regional social, natural, and economic systems. Contextual projects include, among many subject areas, urban design, transportation, regional planning, community redevelopment and preservation, housing, real estate, and economic development. The program emphasizes planning, policies, and design for the physical environment. Specializations include Sustainability and Geographic Information Systems.

- 2. Effective Date:** The effective date of the E-Learning Program is August 17, 2011.
- 3. Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms.
- 4. College Steering Committee Designees**
  - a. For the University: Dean College of Design, Construction, and Planning; Chair and Associate Professor, Department of Urban and Regional Planning; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships, Managing Director, and Partnership Director

5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of seven (7) years from the first Student enrollment in the E-Learning Program (the “Initial Term”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “Renewal Term(s)”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

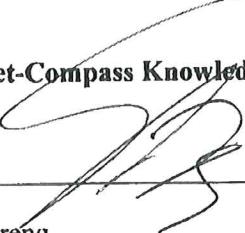
6. **Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	Yes

7. **Company Distribution:** Sixty per cent (60%) for students recruited by Company and thirty per cent (30%) for existing students, subject to discounts described in Schedule 4.
8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

**Embanet-Compass Knowledge Group Inc.**

By:   
Steve Fireng  
Chief Executive Officer  
Date: 8/30/11

**The University of Florida Board of  
Trustees**

By:   
Christopher Silver, PhD., FAICP  
Dean and Professor  
Date: 8/16/11

By:   
Lisa Deal, C.P.M  
Purchasing Director  
Date: 8/22/11

**Amendment to Exhibit A-4 Program Term Sheet**

This Amendment to Exhibit A-4 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-4 Program Term Sheet effective August 1, 2012 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication with a Specialization in Social Media ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media, and related certificates (the 'E-Learning Program') and is described as follows:"

2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_  
Print Name: Steve Fireng  
Title: President and CEO  
Date: 1/13/13

**The University of Florida Board of Trustees**

By: \_\_\_\_\_  
Diane McFarlin  
Dean, College of Journalism and Communications  
Date: 4/19/13

By: \_\_\_\_\_  
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/25/13

By: \_\_\_\_\_  
Lisa Deal, C.P.M  
Purchasing Director  
Date: 4/20/13

## Exhibit A-4

### **Program Term Sheet**

This Exhibit A-4 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media (the “E-Learning Program”) and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Social Media specialization is a professionally focused master's program designed to prepare students for career advancement and development. Core studies include digital communication theory, research methods, multimedia communication, social media advertising, evaluation, branding, management, and a capstone project. The social media specialization includes coursework in social media and virtual worlds and social media and society.

2. **Effective Date:** The effective date of the E-Learning Program is August 1, 2012.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms, with the first intake of new students into the program to occur in the Summer 2013 semester.

4. **College Steering Committee Designees**

- a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships and Managing Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “**Renewal Term(s)**”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

6. **Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

7. **Company Distribution:** According to Schedule 5, fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.
9. **Course Approval Contingency:** This Term Sheet is contingent upon approval of the e-Learning Program Courses by the University Graduate Curriculum Committee and written notification of same provided to Company. Should such approval and notice occur on or before November 30, 2012, the first intake of new students will be in Summer 2013. If the approval and notice occur after November 30th 2012 but on or before February 28, 2013, the first intake of new students will be Fall 2013. If the approval and notice occur after February 28, 2013, the first intake of students will be determined by mutual agreement of the parties. During the contingency period, Company may not distribute any marketing materials without the prior written consent of the University. The marketing materials may include details as proposed on the degree and curriculum, and shall contain language stating that the program is pending approval by the University.

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

**Embanet-Compass Knowledge Group Inc.**

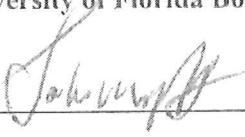
By: \_\_\_\_\_

Print Name: Steve Fireng

Title: Chief Executive Officer

Date: \_\_\_\_\_

**The University of Florida Board of Trustees**

By: 

John W. Wright, II, Ph.D.

Dean and Professor

Date: 9-14-12

By: 

W. Andrew McCollough, Ph.D.

Associate Provost for Teaching & Technology

Date: 9/23/12

By: 

Lisa Deal, C.P.M.

Purchasing Director

Date: 10/2/12

## **Exhibit A-1**

### **Program Term Sheet**

This Exhibit A-1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Urban and Regional Planning (the “E-Learning Program”) and is described as follows:

The MA in Urban and Regional Planning E-Learning Program is designed to provide a set of core studies and contextual projects that prepare the graduate for the practice of planning in public or private agencies at both national and international levels. The core studies include history and theory of planning; planning methods; growth management at local, regional, and state levels; and related studies in community and regional social, natural, and economic systems. Contextual projects include, among many subject areas, urban design, transportation, regional planning, community redevelopment and preservation, housing, real estate, and economic development. The program emphasizes planning, policies, and design for the physical environment. Specializations include Sustainability and Geographic Information Systems.

2. **Effective Date:** The effective date of the E-Learning Program is August 17, 2011.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms.
4. **College Steering Committee Designees**
  - a. For the University: Dean College of Design, Construction, and Planning; Chair and Associate Professor, Department of Urban and Regional Planning; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships, Managing Director, and Partnership Director

5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of seven (7) years from the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “**Renewal Term(s)**”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

6. **Company Services:**

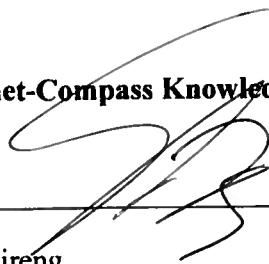
Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	Yes

7. **Company Distribution:** Sixty per cent (60%) for students recruited by Company and thirty per cent (30%) for existing students, subject to discounts described in Schedule 4.

8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

**Embanet-Compass Knowledge Group Inc.**

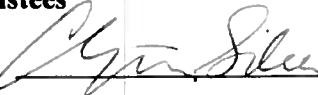
By: 

Steve Fireng

Chief Executive Officer

Date: 8/30/11

**The University of Florida Board of  
Trustees**

By: 

Christopher Silver, PhD., FAICP

Dean and Professor

Date: 8/16/11

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 8/22/11

## **Exhibit A-2**

### **Program Term Sheet**

This Exhibit A-2 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication (the “E-Learning Program”) and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Global Strategic Communication specialization is a professionally focused master's program designed to prepare students for career advancement and development. A special emphasis on international perspectives is stressed throughout the curriculum.

2. **Effective Date:** The effective date of the E-Learning Program is August 17, 2011.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms.

#### **4. College Steering Committee Designees**

- a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships, Managing Director, and Partnership Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “**Renewal Term(s)**”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

**6. Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

- 7. Company Distribution:** Fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
- 8. Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

**Embanet-Compass Knowledge Group Inc.**

By: 

Steve Fireng

Chief Executive Officer

Date: 8/30/11

**The University of Florida Board of Trustees**

By: 

John W. Wright, II, Ph.D.

Dean and Professor

Date: 8-17-11

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 8/24/11

### Amendment to Exhibit A-2 Program Term Sheet

This Amendment to Exhibit A-2 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-2 Program Term Sheet effective August 17, 2011 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication specializing in Global Strategic Communication ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication, and related certificates (the 'E-Learning Program') and is described as follows:"

2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By: \_\_\_\_\_  
Print Name: Steve Fireng  
Title: President and CEO  
Date: 1/13/13

**The University of Florida Board of Trustees**

By: \_\_\_\_\_  
Diane McFarlin,  
Dean, College of Journalism and Communications  
Date: 4/16/13

By: \_\_\_\_\_  
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/23/13

By: \_\_\_\_\_  
Lisa Deal, C.P.M.  
Purchasing Director  
Date: 4/30/13

**Exhibit A-2**  
**Program Term Sheet**

This Exhibit A-2 Program Term Sheet (the "Program Term Sheet") is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. ("Company") and the University Of Florida Board Of Trustees ("University"). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication specializing in Global Strategic Communication (the "E-Learning Program") and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Global Strategic Communication specialization is a professionally focused master's program designed to prepare students for career advancement and development. A special emphasis on international perspectives is stressed throughout the curriculum.

2. **Effective Date:** The effective date of the E-Learning Program is August 17, 2011.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms.
4. **College Steering Committee Designees**
  - a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships, Managing Director, and Partnership Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the "Renewal Term(s)") unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

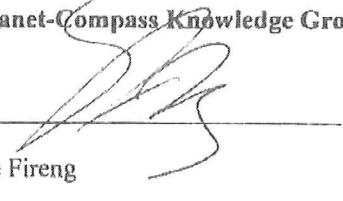
6. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

7. **Company Distribution:** Fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

Embanet-Compass Knowledge Group Inc.

By: 

Steve Fireng

Chief Executive Officer

Date: 8/30/11

The University of Florida Board of Trustees

By: 

John W. Wright, II, Ph.D.

Dean and Professor

Date: 8-17-11

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 8/24/11

**Exhibit A-3**  
**Program Term Sheet**

This Exhibit A-3 Program Term Sheet (the "Program Term Sheet") is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. ("Company") and the University Of Florida Board Of Trustees ("University"). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Music in Music Education described as follows:

The Master of Music in Music Education degree at the University of Florida provides advanced professional study for music teachers. Degree requirements emphasize the development of both practical skills and theoretical knowledge. The music education faculty have extensive experience in music education in K-12 schools and higher education, having received national and international acclaim as teachers, researchers, conductors, authors, and clinicians.

2. **Effective Date:** The effective date of the E-Learning Program is February 1, 2012.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms. The first intake will be for the Fall semester 2012.

4. **College Steering Committee Designees**

- a. For the University: Ed Schaefer, Associate Dean for Academic and Student Affairs; Russell Robinson, Professor of Music Education, Head of Music Education Area; William Bauer, Associate Professor of Music Education.
  - b. For the Company: Keith Thompson, Senior Vice President of Academic Partnerships; Scott Levine, Managing Director.
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the "Initial Term"). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the "Renewal

Term(s)") unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

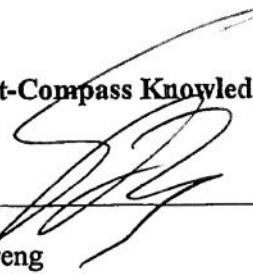
**6. Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

- 7. Company Distribution:** Sixty per cent (60%) for students recruited by Company, subject to discounts described in Schedule 4.
- 8. Admission Requirements:** In addition to the normal admission requirements for the degree, the following will be respected:
- Prospective students working in music education outside of the formal classroom such as private music instructors are eligible for admission.
- 9. PhD Students:** Students in the on campus PhD program will be encouraged to take between 4 and 6 online courses from the MME program, revenues from PhD students in these courses will be included in this revenue sharing agreement.
- 10. Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 100 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.

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

**Embanet-Compass Knowledge Group Inc.**

By: 

Steve Fireng

Chief Executive Officer

Date: 7-10-12

**The University of Florida Board of  
Trustees**

By: 

Lucinda Lavelli

Dean, College of Fine Arts

Date: 1-17-12

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 2-24-12

**AMENDMENT TO EXHIBIT A-1  
MA AE PROGRAM TERM SHEET**

**THIS AMENDMENT TO EXHIBIT A-1 MA AE PROGRAM TERM SHEET**  
("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc.  
("Company") and the University of Florida Board of Trustees ("University"), effective as the date  
of the last signature below ("Effective Date"). The Company and the University will be  
singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-1 Program Term Sheet effective August 17,  
2011 ("MA AE Program Sheet"), for the University's Master of Arts in Art Education ("MA AE  
Program"), governed by the Master Agreement between the Parties effective January 1, 2011  
("Agreement");

**WHEREAS**, the MA AE Program Sheet includes Statement of Work #1 ("SOW #1"), which  
describes the scope of the services provided by Company;

**WHEREAS**, the Parties desire to amend the MA AE Program Term Sheet to redefine the  
scope of the Company's course development services;

**WHEREAS**, the University plans to migrate, at its sole cost and expense, the e-Learning  
Program Courses for the MA AE Program from the Sakai learning management system (LMS) to the  
Canvas LMS, which is scheduled for completion in the Summer 2016 term;

**WHEREAS**, the University will be responsible for all e-Learning Program  
instructional design and course development activities for the MA AE Program for the  
Summer 2016 and subsequent terms.

**NOW THEREFORE**, the Parties hereby agree to amend the MA AE Program Sheet as  
follows.

1. Section 4(d) of SOW #1 is hereby amended by adding the following to the end of the first  
sentence:

"for e-Learning Program Courses, until such time as the University begins to migrate such  
Courses to the Canvas LMS; provided, however, that the Company shall continue to provide  
Customer Support for e-Learning Courses being offered concurrently with migration of such  
Courses. For purposes of this SOW #1, 'Customer Support' means the troubleshooting of  
critical e-Learning Program Course incidents or technical errors arising from such Course's  
design or development that could impede Program Student academic progress."

2. The University shall migrate the e-Learning Program Courses to the Canvas LMS pursuant  
to the attached course migration schedule.

3. All other terms and conditions of the MA AE Program Term Sheet shall remain in full force  
and effect.

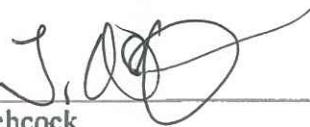
## **Exhibit 1**

### **MA Art Ed Course Migration Schedule**

- 1. Migration Commencing at the Beginning of Fall 2015**
  - 1.1. ART5930C – Sketchbook Development
  - 1.2. ART5930C – The Digital Image
  - 1.3. ARE6933 – Perspectives of Artistic Development
  - 1.4. ARE6746 – Research Methods
- 2. Migration Commencing at the Beginning of Spring 2016**
  - 2.1. ARE6148 – Curriculum in Teaching Art
  - 2.2. ARE6933 – Art in Alternative Sites
  - 2.3. ART5930C – Digital Video
  - 2.4. ARH6930 – Art & Global Diversity (already developed in Canvas; no transition needed)
- 3. Migration Commencing at the Beginning of Summer 2016**
  - 3.1. ARE6049 – History of Teaching Art
  - 3.2. ARE6641 – Contemporary Issues in Art Education
  - 3.3. ARE6933 – Globalization
  - 3.4. ART5930C – Mapping & Place

The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By:   
Todd Hitchcock  
Chief Operating Officer  
Date: 11 / 19 / 2015

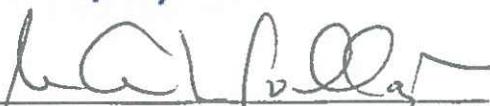
**The University of Florida Board of Trustees**

By:   
Edward Schaefer  
Associate Dean, University of Florida College of Fine Arts

Date: 3 November 2015

By:   
Lucinda Lavelli  
Dean, College of the Arts

Date: 11 / 3 / 15

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 11 / 5 / 15

Cheri Spitzer  
cspitzer@ufl.edu  
cn=cspitzer@ufl.edu  
2015.11.13 10:42:31 -05'00'  
By: \_\_\_\_\_  
Lisa Deal \_\_\_\_\_  
Director of Purchasing \_\_\_\_\_  
Cheri Spitzer  
Purchasing Coordinator I

Date: 11-13-2015

## **ART ED PROGRAM TERMINATION AGREEMENT**

**THIS ART ED PROGRAM TERMINATION AGREEMENT** ("Termination Agreement") is effective as of date of the last signature below ("Effective Date"), by and between Embanet-Compass Knowledge Group Inc. ("Pearson Embanet") and the University of Florida Board of Trustees ("University"). Pearson Embanet and University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 ("Agreement"), the Exhibit A-1 Program Term Sheet effective as of November 17, 2009 ("Art Ed Program Term Sheet"), for the online Master of Arts in Art Education program ("Art Ed Program"), and the Amendment to Exhibit A-1 MA AE Program Term Sheet effective as of November 19, 2015 ("Art Ed Program Term Sheet Amendment");

**WHEREAS**, the Parties mutually desire to provide for the early termination of the Art Ed Program Term sheet and the orderly transfer of the servicing and administration of the Art Ed Program to the University;

**NOW, THEREFORE**, the Parties agree to terminate the Art Ed Program Term Sheet on the following terms and conditions:

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Master Agreement, Pearson Embanet and University hereby mutually agree to terminate the Art Ed Program Term Sheet on August 23, 2016 ("Termination Date"). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the Art Ed Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the Art Ed Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet's Transitional Services.** Pearson Embanet shall provide the following transitional services, and no other services, to University regarding the Art Ed Program (collectively, "Transitional Services"):
  - a. **Marketing Services.** Pearson Embanet shall provide marketing services for the Art Ed Program under Section 4(b) of the Agreement up to June 30, 2016, for the Fall 2016 term. Pearson Embanet shall disable and take down all Art Ed Program websites and landing pages at the close of business on June 30, 2016, to avoid channel conflict with University marketing efforts. The University shall be responsible for all Art Ed Program marketing activities subsequent to June 30, 2016.
  - b. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the Art Ed Program up to the application deadline of July 1, 2016, for the Fall 2016 term. In addition, Pearson Embanet shall provide support to newly-admitted Fall 2016 Art Ed Program Students through the Termination Date. The University shall be responsible for all other Art Ed Program recruiting activities subsequent to July 1, 2016.

- c. **Student Retention Services.** Pearson Embanet shall provide student retention services for Art Program Students under Section 4(d) of the Agreement up to the Termination Date. The University shall be responsible for all Art Ed Program retention activities subsequent to the Termination Date.
  - d. **Instructional and Technology Services.** The Parties acknowledge that Pearson Embanet's provision of instructional design and course development services under Section 4(f) of the Agreement will terminate prior to the Termination Date pursuant to the terms of the Art Ed Program Term Sheet Amendment. The Parties further acknowledge that (i) the Art Ed e-Learning Program Courses consist of University Provided Material and Company Provided Material, (ii) the respective licenses to use such University Provided Material and Company Provided Material end on the Termination Date, and (iii) accordingly, such e-Learning Program Courses may not be used by either Party after the Termination Date absent mutual agreement of the Parties.
  - e. **Transfer of Application Information.** Pearson Embanet will provide the University with available prospective Art Ed Program student application materials for the Spring 2017 term or later as soon as reasonably practical after the Termination Date, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
  - f. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
3. **University's Transitional Obligations.** University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in Art Ed e-Learning Program Courses as of the Termination Date.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each

other, arising out of or pertaining to: (a) the Art Ed Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the Art Ed Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by either Party arising out of an alleged breach of this Termination Agreement or of the Art Ed Program Term Sheet due to fraud, misrepresentation, or other reckless or willful malfeasance.

6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 9, 10, 11, and 16 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

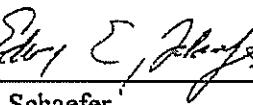
WHEREFORE, Pearson Embanet and University have executed this Termination Agreement on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

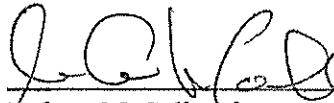
By:   
Todd Hitchcock  
Chief Operating Officer

Date: 06/21/2016

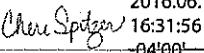
The University of Florida Board of Trustees

By:   
Edward Schaefer  
Associate Dean, College of the Arts  
University of Florida

Date: 7 June 2016

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 6/7/16

By:   
Cheri Spitzer  
2016.06.10  
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04'00'  
Procurement Coordinator | Procurement Services

Date: 6-10-16

## GSC PROGRAM TERMINATION AGREEMENT

**THIS GSC PROGRAM TERMINATION AGREEMENT** (“Termination Agreement”) is effective as of date of the second signature below (“Effective Date”), by and between Embanet-Compass Knowledge Group Inc. (“Pearson Embanet”) and the University Of Florida Board Of Trustees (“University”). Pearson Embanet and University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 (“Agreement”) and Program Term Sheet A-2 executed on August 30, 2011 (“GSC Program Term Sheet”), for the online Master of Arts in Mass Communication specializing in Global Strategic Communication degree program (“GSC Program”);

**WHEREAS**, the Parties mutually desire to terminate the GSC Program Term Sheet and transfer the servicing and administration of the GSC Program to University;

**NOW, THEREFORE**, the Parties agree to terminate the GSC Program Term Sheet on the following terms and conditions:

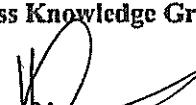
1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the GSC Program Term Sheet effective as of August 29, 2014 (“Termination Date”). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the GSC Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the GSC Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet’s Transitional Services.** Pearson Embanet shall provide the following transitional services, and no other services, to University regarding the GSC Program (collectively, “Transitional Services”):
  - a. **Marketing Services.** Pearson Embanet shall provide marketing services for the GSC Program under Section 4(b) of the Agreement up to and including June 30, 2014. Pearson Embanet shall disable and take down all GSC Program websites and landing pages at the close of business on the later of June 30, 2014 or the Effective Date to avoid channel conflict with University marketing efforts. The University shall be responsible for all GSC Program marketing activities subsequent to June 30, 2014.
  - b. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the GSC Program up to and including July 1, 2014, for the Fall 2014 term. In addition, Pearson Embanet shall provide support to newly admitted Fall 2014 GSC Program Students and applicants from July 1, 2014, through the first day of class on August 25, 2014. The University shall be responsible for all other GSC Program recruiting activities for the Spring 2015 term and all subsequent terms.
  - c. **Student Retention Services.** Pearson Embanet shall provide student retention services for GSC Program Students under Section 4(d) of the Agreement up to

- and including August 29, 2014. The University shall be responsible for all GSC Program retention activities subsequent to August 29, 2014.
- d. **Transfer of Application Information.** Pearson Embanet will provide the University with all available prospective GSC Program student application materials for the Fall 2014 term or later within four (4) business days of the Effective Date in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
  - e. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
3. **University's Transitional Obligations.** In addition to the obligations of University as set forth in Section 2 above, University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in GSC Program Courses as of the Termination Date. The Company percentage of Instructional Fees shall be (i) 50% for Company Distributions arising out of the Fall 2014 term and (ii) 40% for Company Distributions arising out of the Spring 2015 term and all subsequent terms.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the GSC Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the GSC Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by any Party arising out of an alleged breach of this Termination Agreement, or prevent any Party from enforcing the terms of this Termination Agreement.

6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 9, 10, 11, and 16 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

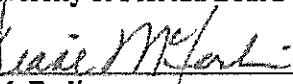
WHEREFORE, Pearson Embanet and University have executed this Termination Agreement on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

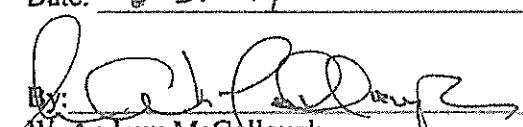
By:   
Todd Hitchcock  
Chief Operating Officer

Date: 07/07/14

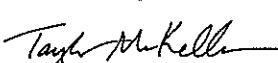
The University of Florida Board of Trustees

By:   
Diane McFarlin  
Dean, University of Florida College of  
Journalism and Communications

Date: 6-30-14

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 7/1/14

By:   
Taylor McKellips  
Purchasing Coordinator, Purchasing Services

Date: 7/3/2014

Digitally signed by Taylor McKellips  
DN: cn=Taylor McKellips, o=University of  
Florida, ou=Purchasing Services,  
email=tmczellips@ufl.edu, c=US  
Date: 2014.07.03 15:16:59 -04'00'

## MAMC SM PROGRAM TERMINATION AGREEMENT

**THIS MAMC SM PROGRAM TERMINATION AGREEMENT** (“Termination Agreement”) is effective as of date of the second signature below (“Effective Date”), by and between Embanet-Compass Knowledge Group Inc. (“Pearson Embanet”) and the University of Florida Board of Trustees (“University”). Pearson Embanet and University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 (“Agreement”) and Program Term Sheet A-4 executed on October 2, 2012 (“MAMC SM Program Term Sheet”), for the online Master of Arts in Mass Communication with a Specialization in Social Media degree program and related certificates (“MAMC SM Program”);

**WHEREAS**, the Parties mutually desire to terminate the MAMC SM Program Term Sheet and transfer the servicing and administration of the MAMC SM Program to University;

**NOW, THEREFORE**, the Parties agree to terminate the MAMC SM Program Term Sheet on the following terms and conditions:

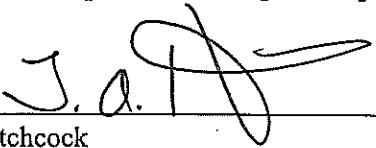
1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the MAMC SM Program Term Sheet effective as of January 12, 2015 (“Termination Date”). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the MAMC SM Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the MAMC SM Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet’s Transitional Services.** Pearson Embanet shall provide the following transitional services, and no other services, to University regarding the MAMC SM Program (collectively, “Transitional Services”):
  - a. **Marketing Services.** Pearson Embanet shall provide marketing services for the MAMC SM Program under Section 4(b) of the Agreement up to and including November 13, 2014 for terms through Spring 2015. Pearson Embanet shall disable and take down all MAMC SM Program websites and landing pages at the close of business on November 13, 2014, to avoid channel conflict with University marketing efforts. The University shall be responsible for all MAMC SM Program marketing activities subsequent to November 13, 2014.
  - b. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the MAMC SM Program up to and including November 14, 2014, for the Spring 2015 term. In addition, Pearson Embanet shall provide support to newly admitted Spring 2015 MAMC SM Program Students and applicants from November 14, 2014, through the first day of class on January 6, 2015. The University shall be responsible for all other MAMC SM Program recruiting activities for the Summer 2015 term and all subsequent terms.

- c. **Student Retention Services.** Pearson Embanet shall provide student retention services for MAMC SM Program Students under Section 4(d) of the Agreement up to and including January 12, 2015. The University shall be responsible for all MAMC SM Program retention activities subsequent to January 12, 2015.
  - d. **Transfer of Application Information.** Pearson Embanet will provide the University with available prospective MAMC SM Program student application materials for the Summer 2015 term or later by December 5, 2014, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
  - e. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
3. **University's Transitional Obligations.** In addition to the obligations of University as set forth in Section 2 above, University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in MAMC SM Program Courses as of the Termination Date.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the MAMC SM Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the MAMC SM Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by any Party arising out of an alleged breach of this Termination Agreement, or prevent any Party from enforcing the terms of this Termination Agreement.
6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement.

Sections 9, 10, 11, and 16 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

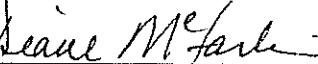
**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

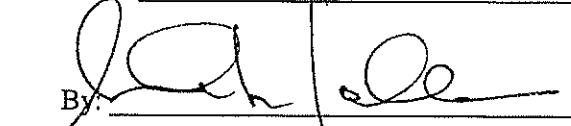
By:   
Todd Hitchcock  
Chief Operating Officer

Date: 09 / 30 / 2014

The University of Florida Board of Trustees

By:   
Diane McFarlin  
Dean, University of Florida College of Journalism and Communications

Date: 8 - 25 - 14

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 9 / 3 / 14

By:   
Digitally signed by Taylor McKellips  
DN: cn=Taylor McKellips, o=University of Florida, ou=Purchasing Services,  
email=tmczellips@ufl.edu, c=US  
Date: 2014.09.22 08:46:30 -04'00'

Taylor McKellips  
Purchasing Coordinator, Purchasing Services

Date: 9/22/2014

## MURP PROGRAM TERMINATION AGREEMENT

**THIS MURP PROGRAM TERMINATION AGREEMENT** (“Termination Agreement”) is effective as of date of the second signature below (“Effective Date”), by and between Embanet-Compass Knowledge Group Inc. (“Pearson Embanet”) and the University of Florida Board of Trustees (“University”). Pearson Embanet and University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 (“Agreement”) and Program Term Sheet A-1 executed on August 30, 2011 (“MURP Program Term Sheet”), for the online Master of Arts in Urban and Regional Planning, now Master of Urban and Regional Planning (“MURP Program”); and

**WHEREAS**, the Parties mutually desire to terminate the MURP Program Term Sheet and transfer the servicing and administration of the MURP Program to University.

**THEREFORE**, the Parties agree to terminate the MURP Program Term Sheet on the following terms and conditions.

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the MURP Program Term Sheet effective as of August 29, 2014 (“Termination Date”). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the MURP Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the MURP Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet’s Services.**
  - a. Pearson Embanet shall provide the following transitional services to University regarding the MURP Program (collectively, “Transitional Services”).
    - i. **Marketing Services.** Pearson Embanet shall provide marketing services for the MURP Program under Section 4(b) of the Agreement up to and including July 16, 2014. Pearson Embanet shall disable and take down all MURP Program marketing websites and landing pages at the close of business on July 16, 2014, to avoid channel conflict with University marketing efforts. The University shall be responsible for all MURP Program marketing activities subsequent to July 16, 2014.
    - ii. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the MURP Program up to and including July 17, 2014, for the Fall 2014 term. In addition, Pearson Embanet shall provide support to newly admitted Fall 2014 MURP Program Students and applicants from July 17, 2014, through the first day of class on August 25, 2014. The University shall be responsible for all other MURP Program recruiting activities for the Spring 2015 term and all subsequent terms.
    - iii. **Student Retention Services.** Pearson Embanet shall provide student retention services for MURP Program Students under Section 4(d) of the Agreement up to and including the last day of class for the Fall B 2014 term.

- on December 14, 2014. The University shall be responsible for all MURP Program student retention activities subsequent to December 14, 2014.
- iv. **Instructional Design Services.** Pearson Embanet shall provide the following limited instructional design services under Section 4(f) of the Agreement for the MURP Program from the Termination Date through the end of the Fall B 2014 term: Pearson Embanet shall complete initial course development and provide support of MURP Program courses as previously scheduled for completion in the Fall A and Fall B 2014 terms pursuant to practices and specifications that were established during implementation of the MURP Program Term Sheet. The University shall be responsible for all other MURP Program instructional design activities subsequent to the Termination Date, except as otherwise provided in Section 2(b).
- v. **Transfer of Courses.** In exchange for the sum of \$124,985.00 (“Course Purchase Price”), payable by University as set forth in Section 3(b)(i). herein, Pearson Embanet hereby transfers and assigns to University all of Pearson Embanet’s right, title, and interest in the MURP Program courses listed on Exhibit A, including all copyright, patent, and other intellectual property rights held by Pearson Embanet. Pearson Embanet shall transfer the MURP Program course files to University in an electronic form as the Parties mutually agree pursuant to the target dates set forth in Exhibit A. Pearson Embanet warrants that its employees and contractors who are inventors or authors of Company Provided Materials have assigned to Pearson Embanet all of their right, title, and interest to the intellectual property rights in Company Provided Materials that are incorporated into the MURP Program courses. The Parties acknowledge and agree that (a) the transfer of intellectual property rights under this Section 2(a)(v) does not encompass or purport to transfer any right, title, and interest to intellectual property rights held by third parties, and (b) that Pearson Embanet retains no rights to use, copy, display, distribute, perform, and create derivative works of the MURP Program courses. Pearson shall transfer the MURP Program courses to the University according the dates listed on Exhibit A.
- vi. **Transfer of Leads Database.** Pearson Embanet shall make available to University the names, contact information, available CRM-based Enrollment Advisor correspondence notes, and available CRM-based email correspondence for prospective MURP Program students (collectively, “Leads”) received between October 1, 2011, and July 16, 2014 (collectively, “Leads”) in Microsoft SQL database format or other electronic format as the Parties mutually agree.
- vii. **Transfer of Application Information.** Pearson Embanet will provide the University with all available prospective MURP Program student application materials for the Fall 2014 term or later as soon as practicable after the execution of this Agreement, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
- b. Pearson Embanet shall provide the following course development services to University regarding the MURP Program (collectively, “Course Development Services”).

- i. Pearson Embanet shall design and develop three (3) MURP Program courses described in Exhibit B (“New MURP Program Courses”) pursuant to the specifications set forth in Exhibit B.
  - ii. Pearson Embanet shall revise and refresh the eight (8) existing MURP Program Courses described in Exhibit C (“Existing MURP Program Courses”) pursuant to the specifications set forth in Exhibit C.
  - iii. Pearson Embanet shall migrate the eight (8) Existing MURP Program Courses described in Exhibit C pursuant to the specifications set forth in Exhibit D.
- c. University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet’s Transitional Obligations under this Termination Agreement.
- i. The University shall promptly provide the Pearson Embanet instructional design team with University Provided Material and reasonably requested information concerning the New MURP Program Courses and the Existing MURP Program Courses.
  - ii. The University will provide Pearson Embanet with reasonable access to applicable University subject matter experts to assist in the development of the New MURP Program Courses and the revision of the Existing MURP Program Courses.
  - iii. The University shall respond promptly to Pearson Embanet’s reasonable requests for review and approvals regarding the New MURP Program Courses and the Existing MURP Program Courses.
  - iv. The University shall provide Pearson Embanet with appropriate access to the Originating Location set forth in Exhibit D and all associated course content and resources files.
  - v. The University shall provide Pearson Embanet with appropriate access to the Destination Location set forth in Exhibit D.
  - vi. The University shall provide Pearson Embanet with a single point of contact for the purpose of resolving access for any issues associated with the Originating Location and Destination Location set forth in Exhibit D.
  - vii. The University shall provide a single point of contact to assist the Pearson Embanet instructional design team in the implementation and migration of third party tools within the course environment.

3. **University’s Transitional Obligations.** University shall be obligated as follows (collectively, “University’s Transitional Obligations”).
- b. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in MURP Program Courses as of the Termination Date. Pearson Embanet grants the University a 5% discount on Company Distributions for the Spring 2015 semester and all subsequent terms.
- c. **Fees and Costs.**
- i. The University shall pay the Course Purchase Price to Pearson Embanet in five equal installments of \$24,997.00. The installments shall be payable concurrently with the Company Distributions due in the five following terms: Spring 2015, Summer 2015, Fall 2015, Spring 2016, and Summer 2016.

- ii. The University shall pay Pearson Embanet \$239,389.00 for the Course Development Services in five equal installments of \$47,877.80. The installments shall be payable concurrently with the Company Distributions due under the MURP Program Termination Agreement in the five following terms: Spring 2015, Summer 2015, Fall 2015, Spring 2016, and Summer 2016. If the University requests Pearson Embanet personnel to travel to the University's campus in connection with the performance of the Course Development Services, the University will reimburse all reasonable travel expenses net thirty (30) days of invoice according to the University's rules and regulations.
  - d. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Services under this Termination Agreement.
- 4. **Confidentiality.** To the extent not prohibited by law, Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
- 5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the MURP Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the MURP Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by either Party arising out of an alleged breach of this Termination Agreement, or prevent either Party from enforcing the terms of this Termination Agreement.
- 6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 2, 9, 10, 11, 12, 13, 15, 16, and 17 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein. In the event of any conflict between the terms and conditions of this Termination Agreement and the Agreement, the terms and conditions of this Termination agreement prevail.

**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement as of the Effective Date.

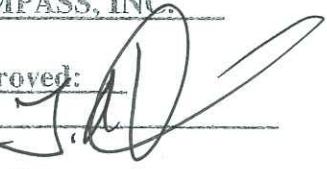
**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**~~Embanet Compass Knowledge Group Inc.~~

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EMBANET KNOWLEDGE  
COMPASS, INC.**

Approved: \_\_\_\_\_

By: 

Print Name: \_\_\_\_\_

Todd A. Hitchcock

Title: \_\_\_\_\_

COO

Date: 08-13-2014

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

Approved: \_\_\_\_\_

By: 

Print Name: Christopher Silver, Ph.D., FAICP

Title: Dean, College of Design, Construction and Planning

Date: July 28, 2014

By: 

W. Andrew (Andy) McCollough, Ph.D.

Associate Provost for Teaching & Technology

Date: 8/11/14



By: \_\_\_\_\_

Digitally signed by Taylor McKellips

DN: cn=Taylor McKellips, o=University of Florida,  
ou=Purchasing Services, email=tmckellips@ufl.edu,  
c=US

Date: 2014.08.12 08:27:36 -04'00'

Taylor McKellips

Purchasing Coordinator, Division of the CFO

Date: 8/12/2014

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**MURP Program Courses**

<b><u>COURSES</u></b>		<b><u>TRANSFER TARGET DATE</u></b>
New Student Orientation		September 19, 2014
URP 6100	Planning Theory and History	December 19, 2014
URP 6231	Quantitative Data Analysis for Planners	December 19, 2014
URP 6042	Urban Economy	September 19, 2014
URP 6131	Land Use Planning Law	September 19, 2014
URP 6270	Survey of Planning Information Systems	December 19, 2014
URP 6542	Urban Land Economics	December 19, 2014
URP 6203	Planning Research Design	December 19, 2014
URP 6716	Transportation Policy and Planning*	December 19, 2014
URP 6061	Planning Administration and Ethics	September 19, 2014
URP 6341A	Urban Planning Project (Pt. 1)	September 19, 2014
 <b><u>Specialization Courses – Sustainability</u></b>		
LAA 5331	Site Design Methodology	May 1, 2015
URP 6421	Environmental Land Use Planning and Management	May 1, 2015
URP 6610	International Development Planning	August 19, 2015
URP 6905	Sustainable Community Development	August 19, 2015
 <b><u>Specialization Courses – GIS</u></b>		
URP 6271	Customizing Planning Information Systems	May 1, 2015
URP 6272	Advanced Planning Information Systems	May 1, 2015
URP 6905	3D Geospatial Urban Modeling and Visualization	August 19, 2015
URP 6276	Internet Geographic Information Systems	August 19, 2015
 <b><u>Capstone Courses</u></b>		
URP 6341B	Urban Planning Project (Pt. 2)	December 19, 2014
URP 6941	Urban Planning Internship	December 19, 2014
URP 6979	Terminal Project	December 19, 2014

\*If this course is chosen to go through a revision to Canvas per Exhibit C, the transfer target date for will be August 19, 2015.

**Exhibit B**  
**Design and Development of New MURP Program Courses**

Pearson Embanet shall design and develop the New MURP Program Courses described below in the University's Canvas learning management system pursuant to the following schedule and practices and specifications that were established during implementation of the MURP Program Term Sheet.

<b>Course</b>	<b>Development Status</b>	<b>Launch Term</b>	<b>Migration Action</b>
<b>Capstone Courses</b>			
URP6341B	NEW	Spr A/B 2015	Develop in Canvas
URP6979	NEW	Spr A/B 2015	Develop in Canvas
URP6941	NEW	Spr A/B 2015	Develop in Canvas

**Exhibit C**  
**Revision and Refresh of Existing MURP Program Courses**

Pearson Embanet shall revise and refresh the eight (8) Existing MURP Program Courses described below in the University's Canvas learning management system pursuant to the following schedule and practices and specifications that were established during implementation of the MURP Program Term Sheet.

Course	Action	Launch Term
<b>GIS Specialization</b>		
URP6271	Revision	Spr A 2015
URP6272	Revision	Spr B 2015
LAA5331	Revision	Spr A 2015
URP6421	Revision	Spr B 2015
URP6905 – 3D Geospatial Urban Modeling & Visualization	Revision	SU B 2015
URP6276	Revision	SU B 2015
URP6610 or URP 6716*	Revision	SU A 2015
URP6905 – Sustainable Community Development	Revision	SU B 2015

\*To be determined by the University. Pearson Embanet will revise and migrate either URP6610 or URP 6716, but not both courses. The University will inform Pearson Embanet of its final decision by August 1, 2014.

**Exhibit D**  
**Migration of Existing MURP Program Courses**

Pearson Embanet will migrate the eight (8) Existing MURP Program Courses described in Exhibit C from the Originating Location to the Destination Location, as hereinafter defined, pursuant to the schedule set forth in Exhibit C. Wherever possible, Pearson Embanet will attempt to mirror naming conventions when migrating the Existing MURP Program Courses to the Canvas environment, taking into consideration that some Canvas tools and features use different naming conventions than Blackboard and/or function differently than those of Sakai.

- b. Originating Location: <https://lss.at.ufl.edu/>
- c. Destination Location: as specified by University.

## MME PROGRAM TERMINATION AGREEMENT

**THIS MME PROGRAM TERMINATION AGREEMENT** ("Termination Agreement") is effective as of date of the second signature below ("Effective Date"), by and between Embanet-Compass Knowledge Group Inc. ("Pearson Embanet") and the University of Florida Board of Trustees ("University"). Pearson Embanet and University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 ("Agreement") and Program Term Sheet A-3 executed on February 10, 2012 ("MME Program Term Sheet"), for the online Master of Music in Music Education program ("MME Program");

**WHEREAS**, the Parties mutually desire to terminate the MME Program Term Sheet and transfer the servicing and administration of the MME Program to University;

**NOW, THEREFORE**, the Parties agree to terminate the MME Program Term Sheet on the following terms and conditions:

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Agreement, Pearson Embanet and University hereby mutually agree to terminate the MME Program Term Sheet effective as of August 25, 2015 ("Termination Date"). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the MME Program Term Sheet shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the MME Program Term Sheet except as otherwise set forth herein.
2. **Pearson Embanet's Transitional Services.** Pearson Embanet shall provide the following transitional services, and no other services, to University regarding the MME Program (collectively, "Transitional Services"):
  - a. **Marketing Services.** Pearson Embanet shall provide marketing services for the MME Program under Section 4(b) of the Agreement up to and including July 24, 2015, for terms through Fall 2015. Pearson Embanet shall disable and take down all MME Program websites and landing pages at the close of business on July 24, 2015, to avoid channel conflict with University marketing efforts. The University shall be responsible for all MME Program marketing activities subsequent to July 24, 2015.
  - b. **Student Recruitment Services.** Pearson Embanet shall provide recruitment services under Section 4(c) of the Agreement for the MME Program up to and including July 24, 2015, for the Fall 2015 term. In addition, Pearson Embanet shall provide support to newly admitted Fall 2015 MME Program Students and applicants from July 24, 2015, through the first day of class on August 25, 2015. The University shall be responsible for all other MME Program recruiting activities for the Spring 2016 term and all subsequent terms.
  - c. **Student Retention Services.** Pearson Embanet shall provide student retention services for MME Program Students under Section 4(d) of the Agreement up to

- and including August 25, 2015. The University shall be responsible for all MME Program retention activities subsequent to August 25, 2015.
- d. **Transfer of Application Information.** Pearson Embanet will provide the University with available prospective MME Program student application materials for the Fall 2015 term or later by August 10, 2015, in Microsoft SQL database format, or other electronic format as the Parties may mutually agree. Application materials received by Pearson Embanet subsequent to the Termination Date will be forwarded to the University separately.
  - e. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
3. **University's Transitional Obligations.** In addition to the obligations of University as set forth in Section 2 above, University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Agreement arising from Students enrolled in MME Program Courses as of the Termination Date.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
4. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
5. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the MME Program Term Sheet and (b) any action taken or not taken by the Parties in connection with or in any way related to the MME Program Term Sheet. Notwithstanding anything to the contrary contained in this Section 5, this provision shall not be deemed a release of any cause of action by any Party arising out of an alleged breach of this Termination Agreement, or prevent any Party from enforcing the terms of this Termination Agreement.
6. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Agreement. Sections 9, 10, 11, and 16 of the Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement on the date of the last signature below, effective as of the Effective Date.

Embanet-Compass Knowledge Group Inc.

By:   
Todd Hitchcock  
Chief Operating Officer

Date: 06/08/2015

The University of Florida Board of Trustees

By:   
Edward Schaefer  
Associate Dean, University of Florida College of Journalism and Communications

Date: 20 April 2015

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 20 April 2015

## PHARM D PROGRAM TERMINATION AGREEMENT

**THIS PHARM D PROGRAM TERMINATION AGREEMENT** (“Termination Agreement”) is effective as of date of the second authorized signature below (“Effective Date”), by and between Embanet-Compass Knowledge Group Inc. (“Pearson Embanet”) and the University of Florida Board of Trustees (“University”). Pearson Embanet and University will be singularly referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties entered into all of those Professional Services Agreements as amended (“Pharm D Agreements”), for the online Working Professional Pharm D Program (“Pharm D Program”);

**WHEREAS**, the Parties entered into the Restated Master Agreement effective as of January 1, 2011 (“Master Agreement”), which governs the Pharm D Agreements on all matters except for their financial terms and termination dates;

**WHEREAS**, the University has decided to terminate and teach out the Pharm D Program;

**WHEREAS**, accordingly, the Parties mutually desire to provide for the teach-out of the Pharm D Program on the terms and conditions set forth in this Termination Agreement;

**NOW, THEREFORE**, the Parties agree to terminate the Pharm D Agreements on the following terms and conditions:

1. **Termination Date.** Pursuant to Section 14(d)(ii)(1) of the Master Agreement, Pearson Embanet and University hereby mutually consent to terminate the Pharm D Agreements effective as of May 10, 2016 (“Termination Date”). As of the Termination Date, all of the terms, conditions, representation, covenants, and provisions of the Pharm D Agreements shall be terminated, and Pearson Embanet and University shall have no further rights, duties, liabilities, and/or responsibilities to each other under the Pharm D Agreements except as otherwise set forth herein.
2. **Program Termination.** The University shall terminate and wind down the Pharm D Program. The last intake of new Pharm D Program Students shall be Summer A/C 2016. The University shall teach out all Students enrolled in the Pharm D Program as of the Termination Date.
3. **Pearson Embanet’s Transitional Services.** Pearson Embanet shall be obligated to provide the following transitional services, and no other services, to University regarding the Pharm D Program (collectively, “Transitional Services”).
  - a. **Marketing Services.** The Parties acknowledge and agree that Pearson Embanet ceased providing marketing services for the Pharm D Program under Section 4(b) of the Agreement on March 15, 2016, and that Pearson Embanet disabled and took down all Pharm D Program websites and landing pages on March 15, 2016.

- The Parties further acknowledge and agree that all Pharm D Program marketing activities of any kind whatsoever ceased as of March 15, 2016.
- b. **Student Recruitment Services.** The Parties acknowledge and agree that Pearson Embanet ceased providing recruitment services under Section 4(c) of the Agreement for the Pharm D Program on the application deadline of March 15, 2016, for the Summer A/C 2016 term. Pearson Embanet shall provide support to newly admitted Summer A/C 2016 Pharm D Program Students through the first day of class on May 2, 2016. The Parties acknowledge and agree that all Pharm D Program recruiting activities of any kind whatsoever will cease on May 2, 2016.
  - c. **Student Retention Services.** Pearson Embanet shall provide student retention services for Pharm D Program Students under Section 4(d) of the Agreement up to April 30, 2018. The University shall be responsible for all Pharm D Program retention activities subsequent to April 30, 2018.
  - d. **Cooperation.** Pearson Embanet shall reasonably cooperate with University in the rendering of University's Transitional Obligations under this Termination Agreement.
4. **University's Transitional Obligations.** University shall be obligated as follows (collectively, "University's Transitional Obligations"):
- a. **Company Distributions.** The Parties acknowledge that the University shall pay Company Distributions to Pearson Embanet as provided in Section 14(d)(iv)(2) of the Master Agreement arising from Students enrolled in Pharm D Program Courses as of the Termination Date.
  - b. **Cooperation.** University shall reasonably cooperate with Pearson Embanet in the rendering of Pearson Embanet's Transitional Services under this Termination Agreement.
5. **Confidentiality.** To the extent not prohibited by law, the Parties agree that the contents of this Termination Agreement will be confidential and shall not disclose such to any third party.
6. **Mutual Release.** As of the Termination Date, Pearson Embanet and University shall release, acquit, and forever discharge each other, and each Party's respective officers, directors, members, employees, contractors, agents, successors, and assigns, of and from any and all actions, suits, covenants, contracts, obligations, costs, expenses, damages, judgments, claims and demands whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, which the Parties ever had, now have, or which they or any successor or assign of the Parties, hereafter can, shall or may have against each other, arising out of or pertaining to: (a) the Pharm D Agreements and (b) any action taken or not taken by the Parties in connection with or in any way related to the Pharm D Agreements. Notwithstanding anything to the contrary contained in this Section 6, this provision shall not be deemed a release of any cause of action by any Party arising out of an alleged breach of (a) this Termination Agreement, or prevent any Party from enforcing the terms of this Termination Agreement or (b) the Pharm D Agreements due to fraud, misrepresentation, or other reckless or willful malfeasance.

7. **Miscellaneous.** Unless otherwise provided herein, all capitalized terms in this Termination Agreement shall have the same meaning assigned to them in the Pharm D Agreements and the Master Agreement. Sections 9, 10, 11, and 16 of the Master Agreement are incorporated into this Termination Agreement and shall apply to the matters governed herein.

**WHEREFORE**, Pearson Embanet and University have executed this Termination Agreement, effective as of the Effective Date.

**Authorized Signatures:**

**Embanet-Compass Knowledge Group  
Inc.**

By: 

Todd Hitchcock  
Chief Operating Officer

Date: 03/31/2016

**The University of Florida Board of  
Trustees**

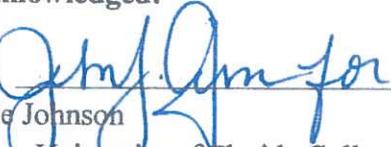
By: 

Cheri Spitzer  
Procurement Coordinator I

Date: 3-30-2016

cspitzer@ufl.edu  
cn=cspitzer@ufl.edu  
2016.03.30 16:33:43  
-04'00'

**Acknowledged:**

By:   
Julie Johnson  
Dean, University of Florida College of  
Pharmacy

Date: 3/24/16

By:   
W. Andrew McCollough  
Associate Provost, Teaching & Technology

Date: 3/25/16

## Exhibit A-4

### Program Term Sheet

This Exhibit A-4 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media (the “E-Learning Program”) and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Social Media specialization is a professionally focused master's program designed to prepare students for career advancement and development. Core studies include digital communication theory, research methods, multimedia communication, social media advertising, evaluation, branding, management, and a capstone project. The social media specialization includes coursework in social media and virtual worlds and social media and society.

2. **Effective Date:** The effective date of the E-Learning Program is August 1, 2012.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms, with the first intake of new students into the program to occur in the Summer 2013 semester.

#### 4. College Steering Committee Designees

- a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships and Managing Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “**Renewal Term(s)**”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

**6. Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

- 7. Company Distribution:** According to Schedule 5, fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
- 8. Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.
- 9. Course Approval Contingency:** This Term Sheet is contingent upon approval of the e-Learning Program Courses by the University Graduate Curriculum Committee and written notification of same provided to Company. Should such approval and notice occur on or before November 30, 2012, the first intake of new students will be in Summer 2013. If the approval and notice occur after November 30th 2012 but on or before February 28, 2013, the first intake of new students will be Fall 2013. If the approval and notice occur after February 28, 2013, the first intake of students will be determined by mutual agreement of the parties. During the contingency period, Company may not distribute any marketing materials without the prior written consent of the University. The marketing materials may include details as proposed on the degree and curriculum, and shall contain language stating that the program is pending approval by the University.

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

**Embanet-Compass Knowledge Group Inc.**

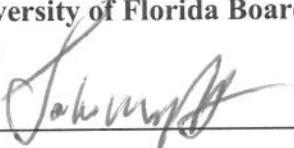
By: \_\_\_\_\_

Print Name: Steve Fireng

Title: Chief Executive Officer

Date: \_\_\_\_\_

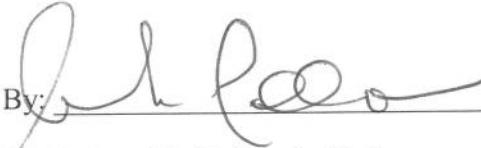
**The University of Florida Board of Trustees**

By: 

John W. Wright, II, Ph.D.

Dean and Professor

Date: 9-14-12

By: 

W. Andrew McCollough, Ph.D.

Associate Provost for Teaching & Technology

Date: 9/21/12

By: 

Lisa Deal, C.P.M

Purchasing Director

Date: 10/2/12

### **Amendment to Exhibit A-4 Program Term Sheet**

This Amendment to Exhibit A-4 Program Term Sheet ("Amendment") is entered into by and between Embanet-Compass Knowledge Group Inc. ("Company") and the University of Florida Board of Trustees ("University"), effective as of the date of the second signature below ("Effective Date"). The Company and the University will be singularly referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Parties entered into Exhibit A-4 Program Term Sheet effective August 1, 2012 ("Program Term Sheet"), for the University's Master of Arts in Mass Communication with a Specialization in Social Media ("E-Learning Program"), pursuant to the Master Agreement between the Parties effective January 1, 2011 ("Agreement");

**WHEREAS**, the Parties desire to expand the scope of the E-Learning Program to encompass certificate programs;

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

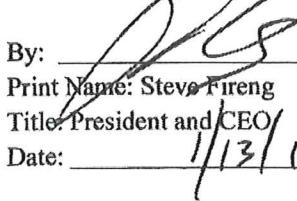
1. The first paragraph of Section 1 of the Program Term Sheet is amended to provide in its entirety as follows:

"1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media, and related certificates (the 'E-Learning Program') and is described as follows:"

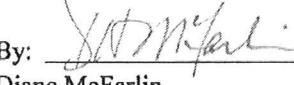
2. All other terms and conditions of the Program Term Sheet shall remain in full force and effect.

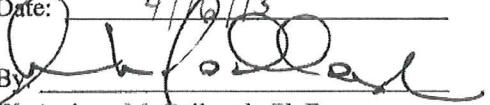
The Parties agree to the terms of this Amendment as of the Effective Date.

**Embanet-Compass Knowledge Group Inc.**

By:   
Print Name: Steve Fireng  
Title: President and CEO  
Date: 1/13/13

**The University of Florida Board of Trustees**

By:   
Diane McFarlin  
Dean, College of Journalism and Communications  
Date: 4/19/13

By:   
W. Andrew McCollough, Ph.D.  
Associate Provost for Teaching & Technology  
Date: 4/25/13

By:   
Lisa Deal, C.P.M  
Purchasing Director  
Date: 4/20/13

## Exhibit A-4

### **Program Term Sheet**

This Exhibit A-4 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011 between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University Of Florida Board Of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is Master of Arts in Mass Communication with a Specialization in Social Media (the “E-Learning Program”) and is described as follows:

In the MA in Mass Communication program, master's students learn the ideas and skills they need for satisfying life-long careers in mass communication. The Social Media specialization is a professionally focused master's program designed to prepare students for career advancement and development. Core studies include digital communication theory, research methods, multimedia communication, social media advertising, evaluation, branding, management, and a capstone project. The social media specialization includes coursework in social media and virtual worlds and social media and society.

2. **Effective Date:** The effective date of the E-Learning Program is August 1, 2012.
3. **Enrollment Term:** New students may enter this E-Learning Program for the Fall, Spring, and Summer terms, with the first intake of new students into the program to occur in the Summer 2013 semester.

4. **College Steering Committee Designees**

- a. For the University: Dean College of Journalism and Communications; Professor and Chair, Department of Public Relations and Director of Distance Education; Director, Distance and Continuing Education.
  - b. For the Company: Senior Vice President of Academic Partnerships and Managing Director
5. **Term:** The E-Learning Program and this Program Term Sheet will have an initial term of five (5) years from the first Student enrollment in the E-Learning Program (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet will automatically renew for successive five (5) year terms (the “**Renewal Term(s)**”) unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

6. **Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design and Technology	No

7. **Company Distribution:** According to Schedule 5, fifty per cent (50%) for students recruited by Company and twenty five per cent (25%) for existing students, subject to discounts described in Schedule 4.
8. **Minimum Number of Students:** (as defined in Section 14(d)(ii) of the Agreement): The E-Learning Program is subject to termination if 150 Students are not enrolled within 24 months after the first E-Learning Program Course enrollment.
9. **Course Approval Contingency:** This Term Sheet is contingent upon approval of the e-Learning Program Courses by the University Graduate Curriculum Committee and written notification of same provided to Company. Should such approval and notice occur on or before November 30, 2012, the first intake of new students will be in Summer 2013. If the approval and notice occur after November 30th 2012 but on or before February 28, 2013, the first intake of new students will be Fall 2013. If the approval and notice occur after February 28, 2013, the first intake of students will be determined by mutual agreement of the parties. During the contingency period, Company may not distribute any marketing materials without the prior written consent of the University. The marketing materials may include details as proposed on the degree and curriculum, and shall contain language stating that the program is pending approval by the University.

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

**Embanet-Compass Knowledge Group Inc.**

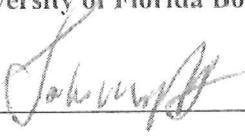
By: \_\_\_\_\_

Print Name: Steve Fireng

Title: Chief Executive Officer

Date: \_\_\_\_\_

**The University of Florida Board of Trustees**

By: 

John W. Wright, II, Ph.D.

Dean and Professor

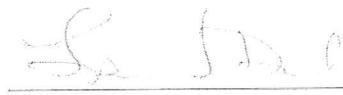
Date: 9-14-12

By: 

W. Andrew McCollough, Ph.D.

Associate Provost for Teaching & Technology

Date: 9/23/12

By: 

Lisa Deal, C.P.M.

Purchasing Director

Date: 10/2/12

**Exhibit A-1**  
**Program Term Sheet**

This Exhibit A-1 - Program Term Sheet (the “**Program Term Sheet**”) is an Exhibit to the E-Learning Project Master Agreement entered into as of November 17, 2009 (the “**Agreement**”) by and between Compass Knowledge Group, LLC (“**Company**”) and The University of Florida Board of Trustees on behalf of the College of Fine Arts (“**University**”). Except as specifically set forth in this Program Term Sheet, all the terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this Program Term Sheet shall be as defined in the Agreement.

1. **E-Learning Program:** Master of Arts in Art Education
2. **Effective Date:** The effective date is November 17, 2009
3. **Enrollment Term:** New students may enter this E-Learning Program in Fall, Spring, and Summer (each, an “**Enrollment Term**”) with an expected E-Learning Program start Enrollment Term of Summer 2010 - pending sufficient Student enrollments.
4. **Steering Committee Designees**
  - a. For the University: \_\_\_\_\_ and \_\_\_\_\_ or their duly appointed representatives
  - b. For the Company: President / Chief Academic Officer and Chief Operating Officer or their duly appointed representatives
5. **Term:** The E-Learning Program and this Program Term Sheet shall have an initial term of seven (7) years from the Effective Date (the “**Initial Term**”). Upon the expiration of the Initial Term, the E-Learning Program and this Program Term Sheet shall automatically renew for successive seven (7) year terms (the “**Renewal Term(s)**”) unless terminated in writing by University or Company ninety (90) days prior to the expiration of the Initial Term or any Renewal Term (as appropriate). The Initial Term and any Renewal Term(s) shall be collectively referred to as the “**Term**.”
6. **Launch Fee:** N/A
7. **Distribution of Instructional Fee Revenue:** With respect to the E-Learning Program during each Enrollment Term, the Company will receive as consideration for performing its duties with respect to the E-Learning Program the percentage of the Instructional Fees (the “**Company Distribution**”) and the University will receive the percentage of the Instructional Fees (the “**University Distribution**”) as follows:

60% to the Company and 40% to the University for the first six Enrollment Terms (or until such time after the first six Enrollment Terms as all E-Learning Program Courses have been converted to an e-learning format at least once) and then 55% to the Company and 45% to the University

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

**9. Minimum Number of Students and Time Period(s)** (as defined in Section 9.b.ii (E-Learning Program Termination) of the Agreement): 150 students within two (2) calendar years after the first E-Learning Program Course enrollments.

**10. Termination Without Cause:** After five (5) years from the Effective Date of the E-Learning Program and this Program Term Sheet, the University shall be entitled to terminate the E-Learning Program and this Program Term Sheet without cause upon ninety (90) days prior written notice from the University to Company. In the event of any such termination without cause pursuant to this Section 10 (Termination Without Cause), Company shall be entitled to liquidated damages in an amount equal to fifty percent (50%) of the Company Distribution for the remaining Term of the E-Learning Program and this Program Term Sheet (the “**Liquidated Damages Amount**”). The Liquidated Damages Amount shall be calculated utilizing the then-current annualized “FTE Student” count and the then-current Instructional Fees as of the effective date of termination. For purposes of this Section 10 (Termination Without Cause), “FTE Student” shall mean an unduplicated headcount person enrolled and matriculated in the prescribed course load for the E-Learning Program (e.g., six (6) semester credit hours per semester and eighteen (18) semester credit hours per year). For example, assuming: (a) a termination without cause effective as of the start of year six (6) of the Initial Term, and (b) Instructional Fees at year six (6) of \$550 per credit hour, the Liquidated Damages Amount per FTE Student would be \$5,445.00 (i.e., 1 FTE Student x 18 credit hours per year x \$550 per credit hour x 2 years remaining in Initial Term x 55% (Company Distribution) x 50% (termination value) = \$5,445.00).

The Liquidated Damages Amount shall be paid by the University to the Company in a single, lump-sum payment within thirty (30) days of the effective date of termination. Any Liquidated Damages Amount not received within thirty (30) days of the effective date of termination shall be subject to Section 6(d) (Late Charges) of the Agreement. Upon receipt in full of the Liquidated Damages Amount, the Company shall not be entitled to any additional Company Distribution under the E-Learning Program and this Program Term Sheet, including, but not limited to, any Post Termination Distributions as set forth in Section 9(c) (Survival) of the Agreement. The Liquidated Damages Amount is fixed and agreed on by and between the University and the Company because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Company will sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University, some of which are indefinite and not susceptible to easy proof. The University and Company hereby acknowledge and agree that the Liquidated Damages Amount is a reasonable estimate of the amount of damages which the Company would sustain in the event of termination of the E-Learning Program and this Program Term Sheet by the University. The University and the Company both acknowledge and agree that the Liquidated Damages Amount shall not be deemed a penalty, but shall be considered reasonable compensation to Company for the losses and damages that will be incurred by the Company in the event of any termination of the E-Learning Program and this Program Term Sheet by the University pursuant to this Section 10 (Termination Without Cause).

**11. Representation and Warranties.** Pursuant to Section 10 (Covenants and Liability) of the Agreement, the Parties hereby re-state the representations and warranties set forth in Section 10(a) (Company Warranties) and Section 10(b) University Warranties) of the Agreement.

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

If to the Company: 2145 MetroCenter Blvd., Suite 400  
Orlando, FL 32835-7632  
Attn: Daniel J. Devine, CEO  
Fax: 321-239-1875

With a copy to: KizerLaw, P.A.  
P.O. Box 149392  
Orlando, Florida 32814  
Attn: Scott Kizer, Esq.  
Fax: 407-894-8126

If to the University: 235 Tigert Hall, PO Box 113175  
Gainesville, FL 32611-3175  
Attn: Joseph Glover, Provost  
Fax: 352-392-8735

With a copy to: University of Florida General Counsel  
123 Tigert Hall, PO Box 113125  
Gainesville, FL 32611-3125  
Fax: 352-392-4387

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

**Compass Knowledge Group, LLC**

By: \_\_\_\_\_  
Print Name: Daniel J. Devine  
Title: CEO  
Date: 6 November 2009

**The University of Florida Board of Trustees  
on behalf of the College of Fine Arts**

By: Joseph Glover  
Print Name: JOSEPH GLOVER  
Title: PROVOST  
Date: 11/18/09