

FIRST AMENDMENT TO AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES (the "Amendment") is entered into as of the 6th day of February 2017 (the "Effective Date") by and between ALL CAMPUS, LLC ("Contractor") and the University of Arizona ("University").

WITNESSETH

WHEREAS, Contractor and University entered into that certain Agreement, executed as of December 8, 2014 ("the "Agreement"),

WHEREAS, Contractor and University desire to make certain changes to the Agreement so as to provide services for the following programs offered through the College of Engineering (collectively, "University Programs"), on the terms and conditions set forth below.

Department of Electrical & Computer Engineering:

1. Online Master's Degree in Electrical Computer Engineering

Department of Systems & Industrial Engineering:

2. Online Master's Degree in Industrial Engineering
3. Online Master's Degree in Systems Engineering
4. Online Master's Degree in Engineering Management
5. Online Graduate Certificate in Systems Engineering
6. Online Graduate Certificate in Engineering Management

Department of Mining & Geological Engineering:

7. Online Master's Degree in Engineering in Mining, Geological and Geophysical Engineering
8. Online Graduate Certificate in Mine Production and Information Technology
9. Online Graduate Certificate in Mineral Processing and Extract Metallurgy
10. Online Graduate Certificate in Geomechanics/Rock Mechanics
11. Online Graduate Certificate in Mining Occupational Safety and Health

NOW THEREFORE, in consideration of the mutual covenants and agreements and the representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreement shall be amended as follows:

1. With respect to the terms set forth in Section 2 of the Agreement, the parties agree to amend the Agreement as follows:

"Enrollee" shall be defined as a Prospect who submits a complete application package to the University and who is enrolled as a degree-seeking or non-degree seeking student in the University Programs.

2. With respect to the terms set forth in Section 3 of the Agreement, the parties agree to reconcile and pay Fees earned since the execution of the Agreement, as of December 8, 2014,

for all Enrollees as clarified and defined above, including those previously enrolled as non-degree seeking students, unless otherwise prohibited by any state or federal agency.

3. With respect to the terms set forth in Section 4 of the Agreement, the parties agree to delete and omit all mentions or obligations related to the following department enrollment minimums:

Department	Department Minimum for Master's Program(s)
Department of Electrical and Computer Engineering	115
Department of Systems and Industrial Engineering	110
Department of Mining and Geological Engineering	15

IN WITNESS WHEREOF, the undersigned have executed this Amendment as the day and year first above written.

Arizona Board of Regents on behalf
of the University of Arizona

By: _____

Name: _____

Title: _____

Date: _____

All Campus, LLC

By: _____

Name: _____

Title: _____

Date: _____

AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES

(this "Agreement")

between

THE ARIZONA BOARD OF REGENTS

on behalf of

THE UNIVERSITY OF ARIZONA

(hereinafter referred to as "University")

and

All Campus, LLC

(hereinafter referred to as "Contractor")

1. University offers educational programs through its College of Engineering, collectively, "University Programs" known as:

Department of Electrical & Computer Engineering:

1. Online Master's Degree in Electrical Computer Engineering

Department of Systems & Industrial Engineering:

2. Online Master's Degree in Industrial Engineering
3. Online Master's Degree in Systems Engineering
4. Online Master's Degree in Engineering Management
5. Online Graduate Certificate in Systems Engineering
6. Online Graduate Certificate in Engineering Management

Department of Mining & Geological Engineering:

7. Online Master's Degree in Engineering in Mineral Resources
8. Online Graduate Certificate in Mine Production and Information Technology
9. Online Graduate Certificate in Mineral Processing and Extract Metallurgy
10. Online Graduate Certificate in Geomechanics / Rock Mechanics
11. Online Graduate Certificate in Mining Occupational Safety and Health

University desires to retain Contractor, and Contractor is willing to provide services to University in Contractor's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. University hereby appoints Contractor, and Contractor hereby agrees to serve, as University's exclusive third-party online marketer of the University Program set forth above, consisting of Contractor's provision of services consisting of: (i) marketing services (the "Marketing Services"); and (ii) student retention services (the "Retention Services" and, together with the Marketing Services, the "Marketing and Retention Services"). For purposes of this Agreement, "Prospect" shall be defined as a prospective University Program student identified by Contractor for which a completed application has been delivered to University by Contractor. Both parties agree that all communications about the University Program will be authored solely by University in appearance to the end user. Further to the foregoing, Contractor shall provide those services set forth in Exhibit "A" attached to this Agreement, and in doing so agrees to exercise Contractor's best efforts in completion of the described services. The terms of Exhibit "A" are hereby incorporated herein and made a part hereof. This agreement is a result of the award of RFP L061335.

3. The total cost, including allowable expenses, to University for the performance of the services will be as follows: University will pay Contractor Thirty-Five percent (35%) of Net Tuition from Enrollees generated by Contractor hereunder for the Marketing and Retention Services (the "Fees"). "Net Tuition" shall be defined as tuition paid by the Enrollee to University, which shall exclude any and all additional fees. The University retains sole control over the determination of the tuition pricing. Per RFP L061335, The University will receive a 1% discount if invoices are paid within 15 days.

Fees will also be payable to Contractor in accordance with the preceding paragraph with respect to Enrollees that suspend a University Program, but later resume such University Program. The parties will conduct a reconciliation each academic quarter of the Term to ensure that there is appropriate recognition for Enrollees generated by Contractor; i.e.: all Enrollees determined in good faith to have been generated in connection with the Marketing and Retention Services provided hereunder by Contractor will be "credited" to Contractor.

Notwithstanding anything contained herein to the contrary, Fees earned prior to the effective date of the expiration or earlier termination of this Agreement, including Fees for Prospect applications submitted, but not fully enrolled, shall be reconciled and paid in accordance with this Agreement, unless otherwise prohibited by any state or federal agency.

During the Term of this Agreement and for a period of three (3) years following termination or expiration of this Agreement, University will keep and maintain accurate records and books of account with respect to the business conducted pursuant to this Agreement. Contractor will be entitled during the Term of this Agreement and for a period of three (3) years thereafter, but not more than once in any given calendar year, to have an audit performed with respect to University's records of the business conducted pursuant to this Agreement. Such audits will be conducted on mutually convenient days and times during University's reasonable business hours and the cost of such an audit will be borne by Contractor; provided, however, that if such audit indicates a Fee underpayment to Contractor by University: (i) University will promptly issue payment for the Fee balance due; and (ii) if such underpayment exceeds ten percent (10%) of the total Fees rendered by University during the immediately preceding year of the Term, University will also reimburse Contractor for the reasonable costs of the audit, which costs will not exceed \$5,000. If such audit reveals an overpayment of Fees by University, Contractor shall promptly issue payment to University for such Fees overpayment.

University will pay Contractor the Fees not later than sixty (60) calendar days following the final date upon which an Enrollee can "drop" a course and will provide, on a quarterly basis, a report listing: (x) the total Enrollees generated by Contractor during the preceding academic semester; and (y) the total Fees due Contractor for such period. Payment shall be made by University check to:

Name and address of individual Contractor or firm:

All Campus, LLC
Attn: Joseph Diamond
211 West Wacker Drive, Suite 900
Chicago, IL 60606

Federal Tax I.D. Number or Social Security Number:

██████████

4. The initial term of this Agreement is for the period beginning on December 1, 2014 (the "Effective Date") and ending on the date that is five calendar years following the first academic session in which Enrollees are generated (the "Initial Term"). This Agreement may be renewed for up to two additional one-year renewal terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") at the mutual agreement of both parties.

Either party may also terminate this Agreement immediately: (i) if the other party materially breaches this Agreement and fails to correct the breach within 30 days after written notice thereof from the other; (ii) if there is commenced with respect to the other party a proceeding in bankruptcy, receivership, dissolution or similar proceeding, and such proceeding is not dismissed or stayed within 90 days of the filing of such, or such party becomes insolvent or seeks to dissolve; or (iii) by giving the other party written notice, if under applicable law, rule or regulation, it would on the good faith advice of such party's counsel be legally impermissible or violative of applicable law, rule or regulation for a party to this Agreement to continue to meet its obligations under this Agreement.

University may remove a Department's programs from the list represented by Contractor, if the following number of Enrollees for the Master's degree programs are not generated by December, 2018:

Department	Department Enrollment to Masters Programs
Department of Electrical & Computer Engineering	115
Department of Systems & Industrial Engineering	110
Department of Mining & Geological Engineering	15

If this Agreement is terminated prior to completion, Contractor shall be paid for services rendered and allowable expenses incurred to the date of termination. Contractor shall provide to University, all reports, drawings, and other work products produced by Contractor as a part of this Agreement to the time of termination.

5. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of University. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
6. The conduct and control of work under this Agreement lies solely with Contractor, and University is interested in the satisfactory progress and the successful completion of the services described in Exhibit A. University shall be permitted to retain other contractors performing the same or similar tasks, and Contractor shall be permitted to provide services to other parties, consistent with Contractor's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.
7. Contractor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the University and Contractor shall be entitled to rely on such information; however, Contractor is hereby given notice that the University shall rely on the accuracy, competence, and completeness of Contractor's services in utilizing the results of such services.
8. Contractor shall provide such interim written reports concerning the performance of services under this Agreement as University may request in writing and upon expiration or other termination of the Agreement shall provide a written report to University setting forth the results of the tasks performed hereunder.
9. All reports, drawings, and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of University. Contractor shall not release such work product or other information obtained, or produced pursuant to this Agreement without the prior written consent of University.
10. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
11. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S. §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.
12. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
13. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
14. Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, University and its officers, agents, and employees ("Indemnitees"), which includes the Arizona

Board of Regents and the State of Arizona, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor and/or its subcontractors of claims under similar such laws and obligations. Contractor's obligation under this provision shall not extend to any liability caused by the sole negligence of an Indemnitee. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement.

15. Contractor shall submit invoices in connection with the services performed under this Agreement. These invoices shall be sent to:

College of Engineering
PO Box 210072
Tucson, AZ 85721-0072

16. Contractor verifies that Contractor or any employee of Contractor is not an employee of University.

17. Contractor shall furnish the following certificates of insurance prior to the commencement of the contract, shall maintain such coverage throughout the term of this Agreement, including any renewal periods, and shall furnish updated certificates for such coverage as follows:

*Commercial General Liability in the amount of \$2,000,000 Combined Single Limit (CSL) each occurrence.

*Automobile Liability in the amount of \$1,000,000 Combined Single Limit (CSL) each occurrence.

Professional Liability in the amount of \$1,000,000

Worker's Compensation in the amount of statutory limits

Employer's Liability \$100,000 minimum

*The State of Arizona, the Arizona Board of Regents and The University of Arizona shall be named as additional insured on these insurance certificates.

NOTE: The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

These coverages and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of Contractor under this contract. This insurance requirement shall provide for notification to the University of Arizona, Purchasing Department, thirty (30) days prior to termination or restrictive amendment.

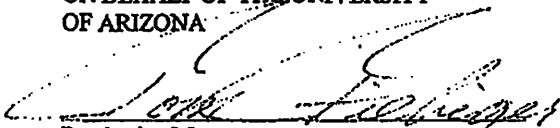
The University's Office of Risk Management shall determine the acceptability of insurance certificates submitted.

18. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
19. This Agreement is not assignable without prior written approval of the University; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void. Notwithstanding the foregoing, Contractor may assign this Agreement without the consent of, but with notice to, University, in the event of an internal reorganization or a merger, acquisition or sale of all or substantially all of Contractor's assets or the Contractor business to which this Agreement relates.

20. The Contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.
21. This Agreement is made under and shall be interpreted according to Arizona law.
22. The parties hereby agree that the additional standard terms and conditions of Contractor set forth on the attached Exhibit "A" shall apply to this Agreement and are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

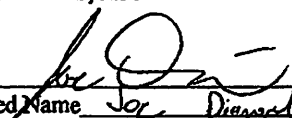
ARIZONA BOARD OF REGENTS
ON BEHALF OF THE UNIVERSITY
OF ARIZONA


Purchasing Manager
University of Arizona Procurement & Contracting

Date: 12/08/14

CONTRACTOR:

ALL CAMPUS, LLC

By: 
Printed Name Joe Diamond
Title CEO

Date: 12/08/14

EXHIBIT A

This Exhibit A is attached to and made a part of that certain Agreement for Outside Professional Services (the "Agreement") between The Arizona Board of Regents on behalf of the University of Arizona (the "University") and All Campus, LLC ("Contractor"). All capitalized terms used but not defined in this Exhibit A have the meanings given to them in the Consulting Agreement.

A-1. Obligations of Contractor: During the Term, Contractor will:

- a) Provide all the Marketing Services by means of methods including, but not limited to:
 - i.) pay per click;
 - ii.) search engine optimization;
 - iii.) web development management of the entire University web presence for the University Program including any social networking such as Facebook, LinkedIn;
 - iv.) corporate partnerships
 - i. Contractor shall attempt to reach out to corporations that may have employees that are interested in University Programs. Contractor will have the authority to offer tuition discounts to potential "Corporate Partners", but such discounting will come from Contractors Fees and will not affect the University's Net Tuition.
 - ii. Contractor agrees that United States Army Yuma Proving Ground and Johnson Controls in Yuma are existing Corporate Partners working with the Department of Systems and Industrial Engineering. University will independently recruit these prospective Enrollees and Contractor shall not be entitled to any fees generated for Yuma Proving Ground and Johnson Controls in Yuma students to any of the programs for the Department of Systems and Industrial Engineering.
 - iii. Contractor agrees that University may develop strategic partnerships with other domestic or international universities on joint degree programs, and Contractor shall not be entitled to any fees generated from students recruited from these partnerships.
 - v.) market research;
 - vi.) creative development;
 - vii.) media buying;
 - viii.) lead generation and purchasing;
 - ix.) lead management and optimization;
 - x.) Prospect and Enrollee relationship management, from lead submission to completed application;
 - xi.) implementation and management of social media outreach efforts, including, by means of illustration only, Google+, Facebook and Twitter; and
 - xii.) detailed implementation schedule for all Marketing Services.

The preceding methods are examples of the type of methods that may be employed in connection with the Marketing Services. The type, design, content, placement, format and additional conditions and terms of such methods will be subject to Contractor's final good-faith discretion. University agrees that it will cooperate with reasonable requests received from Contractor in connection with Marketing Services, including, without limitation, provision of creative and technical assistance related to the development, placement, configuration and integration of University materials or content;

- b) Develop, maintain and host University-branded URL as a sub-domain of the University website (the "Sub-Domain") containing information regarding University and the University Program where Prospects may, among other things, request information about the University Program. As between Contractor and University, Contractor shall retain all rights to the Sub-Domain and all content solely created by Contractor appearing thereon; provided, however, that: (i) University shall retain ownership of any content it creates or assists in creating with respect to the Domain; and (ii) the Domain shall not be used for any purpose aside from the Marketing and Retention Services. Contractor shall, upon the termination or earlier expiration of this Agreement: (i) reasonably assist University in transferring any University content on the Sub-Domain back to University; and (ii) deactivate the Sub-Domain and any unique landing pages created by Contractor in connection therewith. Notwithstanding the foregoing, University shall have final good-faith editorial approval on the content of the Sub-Domain's primary program pages. Contractor shall adhere to all brand

guidelines for marketing creative (e.g. banners, ad copy, landing pages, email, etc). For purposes of clarity, Contractor shall, upon the expiration or earlier termination of this Agreement, cease all marketing and delete all social media accounts created by Contractor hereunder;

- c) Staff and train call center advisors that focus on the University Program, which advisors will:
 - i.) complete initial follow up with Prospects that indicate an interest in University, including communicating via telephone to Prospects;
 - ii.) pre-qualify Prospects based on the Prospect's University Program of interest, academic goals, and past education experience; and
 - iii.) assist Prospects in order to complete University Program applications;
- d) Communicate to Prospects that financial aid may be available for qualified Prospects, subject to financial aid eligibility requirements and University approval;
- e) Following Prospect submission of a complete application, deliver such to University (a graduate program coordinator/specialist in each department) within a reasonable, but prompt, timeframe;
- f) Provide the Retention Services by means of periodically communicating with certain Enrollees identified by University in a Report (as defined below) via telephone and/or email to discuss ongoing University Program and offer advice and guidance with respect thereto. For purposes of this Agreement, "Enrollee" will be defined as a Prospect that submits a completed application package as a result of Contractor's efforts hereunder, is officially admitted to and enrolled in a University Program and who commences the University Program for which such Prospect enrolled.
- g) Afford University with reasonable access, but not less than monthly during the Term, to Contractor's materials related solely to the Marketing and Retention Services contemplated hereunder, including, by means of illustration, training materials, marketing schedules and expected results and creative elements that are or will be used in online and print advertising, at no additional cost to University. The parties agree to work in good faith to ensure that any activities contemplated by University are not duplicative of the Marketing and Retention Services; and
- h) Notwithstanding anything contained herein to the contrary, Contractor shall not in any way collect any fees for any services from any Prospect in connection with such Prospect applying to University.
- i) Contractor will not promote to any states when directed not to do so by University.
- j) Contractor may develop course materials when directed by the University at a mutually agreed upon additional fee to the University. Should any course materials be developed, University shall retain all intellectual property rights to such materials.

A-2. Obligations of University: During the Term, University will:

- a) Contact Prospects via e-mail within three (3) business days of University's receipt of a completed application confirming receipt of such;
- b) Contact and admit or reject Prospects meeting the required University enrollment criteria for the University Program, , within (7) business days of University's receipt of a completed application for such Prospect, including notifying such Prospect by e-mail of their conditional or full acceptance by the department;
- c) Deliver to Contractor an Enrollee progress report (the "Report") substantially in the form attached hereto as Schedule 1 by the close of business on Monday following the end of each week during each academic semester or as available during the Term containing the name, telephone number, email address of all Enrollees who during the previous week: (i) have failed to attend any of such Enrollee's respective University Program classes; (ii) have failed to turn in at any of such Enrollee's respective University Program assignments; and/or (iii) have scored a "D" or equivalent grade or lower on a University Program exam. Such Reports shall be used by Contractor to perform the Retention Services set forth herein;
- d) At no additional charge by Contractor to University, execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any governmental authority) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement;

- e) Manage the University website as to ensure the productivity of the Sub-Domain, including:
- (i). ensuring that all University Program-specific areas on the University website, as well as, all areas mentioning the University Program, admissions, program overviews and tuition details related thereto "link back" solely to those URLs designated by Contractor, contemplated to be the Sub-Domain;
 - (ii). Removing specific content regarding the University Program, including all areas mentioning the University Program, admissions, program overviews and tuition details related thereto, from the University website; and
 - (iii). Linking any "request information" or "contact information" links related to the University Program on the University website solely to those URLs designated by Contractor, contemplated to be the Sub-Domain.
- f) Allow Contractor staff access to application management portal for prospects if permitted by the University;
- g) Provide Contractor with composite University email address (e.g. onlinemba@university.edu) and a personal email address for the enrollment specialist (e.g. JohnSmith@university.edu); and

A-3. Standard Terms and Conditions.

a) **Ownership of Information:** Contractor agrees that, as between Contractor and University, University will own the exclusive right, title and interest in all personally identifiable and other information in connection with Enrollees delivered by Contractor to University, and Contractor will not use such information for any purpose except fulfilling its obligations under this Agreement. Contractor will only deliver personally identifiable and other information regarding Enrollees that has been generated and compiled in accordance with applicable federal, state and/or local consumer protection and/or privacy laws, collected pursuant to a notice that advised such Enrollees that their personal data was being collected and of the intended uses of such data, in a manner which allows Enrollees to "opt-in" to the collection and transmission of such data in accordance with the express permission of the Enrollees and that does not violate the conspicuous privacy policy or terms of service of the source from which such data is collected, or otherwise violate any Enrollee's privacy rights. Notwithstanding the foregoing, information regarding a Prospect that is received by Contractor, or any parent, affiliate, or subsidiary thereof, from a source other than as a result of the Marketing and Retention Services contemplated hereunder, is and will remain free of any restrictions provided under this Section, even to the extent information received by Contractor is duplicative of any information received in connection with the Marketing and Retention Services. Contractor agrees to maintain industry standard liability insurance and assumes any liability associated with the illegal use or breach of security of aforementioned data solely by Contractor.

University agrees that, as between Contractor and University, Contractor will own the exclusive right, title and interest in all personally identifiable and other information in connection with Prospects. Contractor will not use such information for any purpose except fulfilling its obligations under this Agreement.

b) Intellectual Property:

(i) University hereby grants to Contractor a worldwide, nonexclusive, limited, royalty-free, non-sub-licensable, and non-transferable license to use, reproduce and display any domain names, trademarks, service marks, logos, and or the like (collectively, "Marks"), for the sole purpose of performing the Marketing and Retention Services under this Agreement. Contractor's use of the Marks will be in accordance with University's standards, specifications and instructions as provided from time to time. In the event that University notifies Contractor of any incorrect usage of its Marks, Contractor shall promptly correct such usage as directed. Contractor will have no rights in any Marks except this limited right to use in connection with the Marketing and Retention Services, as set forth above, and Contractor's use of the Marks will accrue to the benefit of University. All representations of University's Marks shall be exact copies of those used by the University or shall first be submitted to the University for approval.

(ii) All right, title and interest in and to a party's Marks will remain the exclusive property of such party. No rights to a party's Marks, other than the limited license and use rights expressly provided for hereunder,

are granted to the other by virtue of this Agreement.

(iii) Contractor agrees that it will not: (i) in any way contest or deny the validity of, or the right, title or interest of the other in or to, the Marks or encourage or assist others directly or indirectly to do so, in either case during the term of this Agreement or thereafter; (ii) use any configuration, trademark, service mark, trade name or other design, symbol, designation or logo confusingly similar to the Marks; (iii) in any way alter the look or presentation of the Marks (including but not limited to, any change in text, graphics, color, size or position), except as may be necessary for integration on the various websites herein and subject to University's approval. Contractor agrees not to register or attempt to register the Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the Marks.

(iv) The license granted under this Section will automatically and immediately terminate upon the effective date of the expiration or termination of this Agreement, provided, however, that this Agreement to discontinue use will not be deemed violated as a result of any promotional materials disseminated prior to the effective date of such termination and that nothing contained herein will require University refuse any application submitted by a Prospect.

c) **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM ANY ASPECT OF THE RELATIONSHIP DESCRIBED HEREIN. IN ADDITION, BOTH PARTIES TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO CONTRACTOR BY University UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF THE RELEVANT CLAIM. THE FOREGOING LIMITATIONS SHALL NOT LIMIT EITHER PARTY'S (A) PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS HEREUNDER; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY; OR (E) LIABILITY FOR ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

d). **Representations and Warranties of Contractor:**

i) Contractor: (A) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated; (B) is duly qualified to transact business and is in good standing as a foreign corporation in each jurisdiction where the nature and extent of its business and properties require due qualification and good standing; (C) possesses all requisite authority, permits and power to conduct its business as is now being or is contemplated by this Agreement to be conducted; and (D) at all times hereunder will comply with all applicable laws, rules and regulations including, but not limited to, statutes, rules, regulations and ordinances of any governmental body or accrediting body relating or applicable to it and/or University in connection with the agreements, understandings and transactions contemplated under this Agreement, and that, to the extent names and other information are collected from third-parties in connection with this Agreement or the services contemplated herein, such will be protected from unauthorized access, destruction, use, modification or disclosure and that Contractor will comply with all applicable local, state and federal law and regulation concerning privacy, data collection, and/or data access, use or disclosure.

ii) This Agreement will, upon execution and delivery by all parties thereto, constitute a legal and binding obligation of Contractor, enforceable against Contractor according to its terms.

iii) Contractor is not subject to, or aware of the threat of, any litigation that is reasonably likely to be determined adversely to it and that, if so adversely determined, would have a material adverse effect on its financial condition and no outstanding or unpaid judgments against Contractor exists.

e). **Representations of the University:**

i) University: (A) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which incorporated; (B) is duly qualified to transact business; and (C) possesses all requisite authority, permits and power to conduct its business as is now being, or is contemplated by this Agreement, conducted.

ii) The execution and delivery by University of this Agreement and the performance by it of its obligations hereunder: (A) are within its corporate power; (B) have been duly authorized by all necessary corporate action; (C) except for any action or filing that has been taken or made on or before the date of this Agreement, require no action by or filing with any government agency; and (iv) do not violate any provision of its articles of incorporation or bylaws.

iii) This Agreement will, upon execution and delivery by all parties thereto, constitute a legal and binding obligation of University, enforceable against University according to its terms.

f). Confidentiality:

i) The parties acknowledge and agree that all information provided to or in connection with either party's performance under this Agreement that is specifically marked or designated as "confidential," "proprietary," or other similar designation will be considered confidential and proprietary information (the "Confidential Information") and will not, except as expressly permitted hereunder, be disclosed to any third-party, without the prior written consent of the party providing the Confidential Information (the "Disclosing Party"). Confidential Information may include, but is not limited to: (A) marketing strategies and targeting methods; (B) business objectives and strategies; and (C) techniques and technical, developmental, cost and processing information.

ii) A party receiving such Confidential Information (the "Receiving Party") will use the Confidential Information only for the purpose of performing the terms of this Agreement or as otherwise permitted hereunder. A Receiving Party will ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform obligations provided for under this Agreement will receive Confidential Information and that such persons agree to treat such information as confidential as provided herein. The parties will exercise the same degree of care in safeguarding and protecting the confidentiality of the Disclosing Party's Confidential Information that the Receiving Party exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care.

iii) The obligations hereunder with respect to Confidential Information of the other party will not apply to Confidential Information that: (A) either party or its personnel already know at the time it is disclosed as shown by their written records and which is not otherwise subject to an independent obligation of confidentiality with respect thereto; (B) is or becomes publicly known without breach of this Agreement; (C) either party lawfully receives from a third-party authorized to disclose it without restriction; (D) either party, its agents or subcontractors, develops independently without use of Confidential Information; or (E) which a Receiving Party is required by law, regulation, subpoena or similar process, or by court or governmental agency order to disclose, in which case the Receiving Party will, prior to any disclosure of such requested information, (to the extent not legally prohibited from so doing) give prompt written notice to the Disclosing Party, in order to allow the Disclosing Party to seek a protective order or similar remedy prior to the Receiving Party's disclosure of such information. In the event that such protective order or other remedy is not obtained, or a Disclosing Party waives compliance with this Section, the Receiving Party will furnish only that portion of the other's Confidential Information which it is advised by counsel is legally required and, and if so requested by the Disclosing Party, will, at the expense of the Disclosing Party, exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such Information.

iv) Each Receiving Party agrees that any unauthorized use or disclosure of the other's Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be

warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any misappropriation, or unauthorized disclosure or use by any person of the Confidential Information which may come to its attention and to take, at its own expense, all steps reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

v) Upon either party's demand, or upon the termination of this Agreement, the parties will comply with each other's reasonable instructions regarding the disposition of Confidential Information which may include return of any and all Confidential Information (including any copies or reproductions thereof) and to destroy any materials produced or created by the Receiving Party based upon or incorporating such Confidential Information. Such compliance will be certified in writing, including a statement that no copies of Confidential Information have been kept (except as may be legally required).

g). Survival. In the event of the termination or expiration of this Agreement, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections 3, 11, 14, 18, 21, 22, A-2(c), A-3(c) and A-3(f) of this Agreement, will remain in effect beyond such termination or expiration until fulfilled.

SCHEDULE 1

Enrollee Progress Report

STUDENT NAME	PHONE NUMBER	EMAIL ADDRESS	ASSIGNMENT STATUS	ATTENDANCE STATUS	QUIZ/TEST STATUS	FINAL GRADE
JOHN DOE	212.555.1111	<u>BLAH@AOL.COM</u>	N/A	N/A	N/A	N/A
JANE DOE	212.555.5555	<u>BLANK@GMAIL.COM</u>	N/A	N/A	N/A	N/A
JACK DOE	212.555.1212	<u>BLOOP@YAHOO.COM</u>	OK	N/A	N/A	N/A

AGREEMENT FOR OUTSIDE PROFESSIONAL SERVICES

(this "Agreement")

between

THE ARIZONA BOARD OF REGENTS

on behalf of

THE UNIVERSITY OF ARIZONA
(hereinafter referred to as "University")

and

All Campus, LLC
(hereinafter referred to as "Contractor")

1. University offers educational programs through its College of Engineering, collectively, "University Programs" known as:

Department of Electrical & Computer Engineering:

1. Online Master's Degree in Electrical Computer Engineering

Department of Systems & Industrial Engineering:

2. Online Master's Degree in Industrial Engineering
3. Online Master's Degree in Systems Engineering
4. Online Master's Degree in Engineering Management
5. Online Graduate Certificate in Systems Engineering
6. Online Graduate Certificate in Engineering Management

Department of Mining & Geological Engineering:

7. Online Master's Degree in Engineering in Mineral Resources
8. Online Graduate Certificate in Mine Production and Information Technology
9. Online Graduate Certificate in Mineral Processing and Extract Metallurgy
10. Online Graduate Certificate in Geomechanics / Rock Mechanics
11. Online Graduate Certificate in Mining Occupational Safety and Health

University desires to retain Contractor, and Contractor is willing to provide services to University in Contractor's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. University hereby appoints Contractor, and Contractor hereby agrees to serve, as University's exclusive third-party online marketer of the University Program set forth above, consisting of Contractor's provision of services consisting of: (i) marketing services (the "Marketing Services"); and (ii) student retention services (the "Retention Services" and, together with the Marketing Services, the "Marketing and Retention Services"). For purposes of this Agreement, "Prospect" shall be defined as a prospective University Program student identified by Contractor for which a completed application has been delivered to University by Contractor. Both parties agree that all communications about the University Program will be authored solely by University in appearance to the end user. Further to the foregoing, Contractor shall provide those services set forth in Exhibit "A" attached to this Agreement, and in doing so agrees to exercise Contractor's best efforts in completion of the described services. The terms of Exhibit "A" are hereby incorporated herein and made a part hereof. This agreement is a result of the award of RFP L061335.
3. The total cost, including allowable expenses, to University for the performance of the services will be as follows: University will pay Contractor Thirty-Five percent (35%) of Net Tuition from Enrollees generated by Contractor hereunder for the Marketing and Retention Services (the "Fees"). "Net Tuition" shall be defined as tuition paid by the Enrollee to University, which shall exclude any and all additional fees. The University retains sole control over the determination of the tuition pricing. Per RFP L061335, The University will receive a 1% discount if invoices are paid within 15 days.

Fees will also be payable to Contractor in accordance with the preceding paragraph with respect to Enrollees that suspend a University Program, but later resume such University Program. The parties will conduct a reconciliation each academic quarter of the Term to ensure that there is appropriate recognition for Enrollees generated by Contractor; i.e.: all Enrollees determined in good faith to have been generated in connection with the Marketing and Retention Services provided hereunder by Contractor will be "credited" to Contractor.

Notwithstanding anything contained herein to the contrary, Fees earned prior to the effective date of the expiration or earlier termination of this Agreement, including Fees for Prospect applications submitted, but not fully enrolled, shall be reconciled and paid in accordance with this Agreement, unless otherwise prohibited by any state or federal agency.

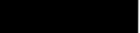
During the Term of this Agreement and for a period of three (3) years following termination or expiration of this Agreement, University will keep and maintain accurate records and books of account with respect to the business conducted pursuant to this Agreement. Contractor will be entitled during the Term of this Agreement and for a period of three (3) years thereafter, but not more than once in any given calendar year, to have an audit performed with respect to University's records of the business conducted pursuant to this Agreement. Such audits will be conducted on mutually convenient days and times during University's reasonable business hours and the cost of such an audit will be borne by Contractor; provided, however, that if such audit indicates a Fee underpayment to Contractor by University: (i) University will promptly issue payment for the Fee balance due; and (ii) if such underpayment exceeds ten percent (10%) of the total Fees rendered by University during the immediately preceding year of the Term, University will also reimburse Contractor for the reasonable costs of the audit, which costs will not exceed \$5,000. If such audit reveals an overpayment of Fees by University, Contractor shall promptly issue payment to University for such Fees overpayment.

University will pay Contractor the Fees not later than sixty (60) calendar days following the final date upon which an Enrollee can "drop" a course and will provide, on a quarterly basis, a report listing: (x) the total Enrollees generated by Contractor during the preceding academic semester; and (y) the total Fees due Contractor for such period. Payment shall be made by University check to:

Name and address of individual Contractor or firm:

All Campus, LLC
 Attn: Joseph Diamond
 211 West Wacker Drive, Suite 900
 Chicago, IL 60606

Federal Tax I.D. Number or Social Security Number:



4. The initial term of this Agreement is for the period beginning on December 1, 2014 (the "Effective Date") and ending on the date that is five calendar years following the first academic session in which Enrollees are generated (the "Initial Term"). This Agreement may be renewed for up to two additional one-year renewal terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") at the mutual agreement of both parties.

Either party may also terminate this Agreement immediately: (i) if the other party materially breaches this Agreement and fails to correct the breach within 30 days after written notice thereof from the other; (ii) if there is commenced with respect to the other party a proceeding in bankruptcy, receivership, dissolution or similar proceeding, and such proceeding is not dismissed or stayed within 90 days of the filing of such, or such party becomes insolvent or seeks to dissolve; or (iii) by giving the other party written notice, if under applicable law, rule or regulation, it would on the good faith advice of such party's counsel be legally impermissible or violative of applicable law, rule or regulation for a party to this Agreement to continue to meet its obligations under this Agreement.

University may remove a Department's programs from the list represented by Contractor, if the following number of Enrollees for the Master's degree programs are not generated by December, 2018:

Department	Number of Enrollees (Master's programs)
Department of Electrical & Computer Engineering	115
Department of Systems & Industrial Engineering	110
Department of Mining & Geological Engineering	15

If this Agreement is terminated prior to completion, Contractor shall be paid for services rendered and allowable expenses incurred to the date of termination. Contractor shall provide to University, all reports, drawings, and other work products produced by Contractor as a part of this Agreement to the time of termination.

5. For all purposes under the terms of this Agreement Contractor shall be an independent contractor, and not an agent, officer or employee of University. University shall provide no employee benefits, including but not limited to worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. Contractor shall provide whatever tools, equipment, vehicles, and supplies Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
6. The conduct and control of work under this Agreement lies solely with Contractor, and University is interested in the satisfactory progress and the successful completion of the services described in Exhibit A. University shall be permitted to retain other contractors performing the same or similar tasks, and Contractor shall be permitted to provide services to other parties, consistent with Contractor's obligation to utilize best efforts in the completion of services undertaken pursuant to the terms of this Agreement.
7. Contractor agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Contractor may be required to perform the services based, in part, on information furnished by the University and Contractor shall be entitled to rely on such information; however, Contractor is hereby given notice that the University shall rely on the accuracy, competence, and completeness of Contractor's services in utilizing the results of such services.
8. Contractor shall provide such interim written reports concerning the performance of services under this Agreement as University may request in writing and upon expiration or other termination of the Agreement shall provide a written report to University setting forth the results of the tasks performed hereunder.
9. All reports, drawings, and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of University. Contractor shall not release such work product or other information obtained, or produced pursuant to this Agreement without the prior written consent of University.
10. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
11. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.
12. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify Consultant as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.
13. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
14. Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, University and its officers, agents, and employees ("Indemnitees"), which includes the Arizona

Board of Regents and the State of Arizona, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor and/or its subcontractors of claims under similar such laws and obligations. Contractor's obligation under this provision shall not extend to any liability caused by the sole negligence of an Indemnitee. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement.

15. Contractor shall submit invoices in connection with the services performed under this Agreement. These invoices shall be sent to:

College of Engineering
PO Box 210072
Tucson, AZ 85721-0072

16. Contractor verifies that Contractor or any employee of Contractor is not an employee of University.
17. Contractor shall furnish the following certificates of insurance prior to the commencement of the contract, shall maintain such coverage throughout the term of this Agreement, including any renewal periods, and shall furnish updated certificates for such coverage as follows:

*Commercial General Liability in the amount of \$2,000,000 Combined Single Limit (CSL) each occurrence.

*Automobile Liability in the amount of \$1,000,000 Combined Single Limit (CSL) each occurrence.

Professional Liability in the amount of \$1,000,000

Worker's Compensation in the amount of statutory limits

Employer's Liability \$100,000 minimum

*The State of Arizona, the Arizona Board of Regents and The University of Arizona shall be named as additional insured on these insurance certificates.

NOTE: The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

These coverages and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of Contractor under this contract. This insurance requirement shall provide for notification to the University of Arizona, Purchasing Department, thirty (30) days prior to termination or restrictive amendment.

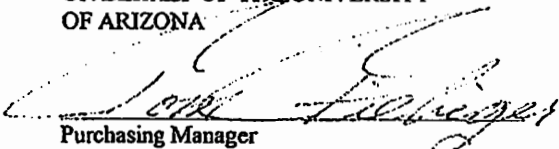
The University's Office of Risk Management shall determine the acceptability of insurance certificates submitted.

18. The Contractor agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the Contractor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
19. This Agreement is not assignable without prior written approval of the University; any attempt to assign any rights, duties, or obligations which arise under this Agreement without such approval shall be void. Notwithstanding the foregoing, Contractor may assign this Agreement without the consent of, but with notice to, University, in the event of an internal reorganization or a merger, acquisition or sale of all or substantially all of Contractor's assets or the Contractor business to which this Agreement relates.

20. The Contractor must demonstrate that they are duly licensed by whatever state, county or local regulatory body may so require.
21. This Agreement is made under and shall be interpreted according to Arizona law.
22. The parties hereby agree that the additional standard terms and conditions of Contractor set forth on the attached Exhibit "A" shall apply to this Agreement and are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below.

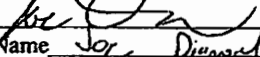
ARIZONA BOARD OF REGENTS
ON BEHALF OF THE UNIVERSITY
OF ARIZONA


Purchasing Manager
University of Arizona Procurement & Contracting

Date: 12/09/14

CONTRACTOR:

ALL CAMPUS, LLC

By: 
Printed Name Joe Diamond
Title CEO

Date: 12/08/14

EXHIBIT A

This Exhibit A is attached to and made a part of that certain Agreement for Outside Professional Services (the "Agreement") between The Arizona Board of Regents on behalf of the University of Arizona (the "University") and All Campus, LLC ("Contractor"), All capitalized terms used but not defined in this Exhibit A have the meanings given to them in the Consulting Agreement.

A-1. Obligations of Contractor: During the Term, Contractor will:

- a) Provide all the Marketing Services by means of methods including, but not limited to:
- i.) pay per click;
 - ii.) search engine optimization;
 - iii.) web development management of the entire University web presence for the University Program including any social networking such as Facebook, LinkedIn;
 - iv.) corporate partnerships
 - i. Contractor shall attempt to reach out to corporations that may have employees that are interested in University Programs. Contractor will have the authority to offer tuition discounts to potential "Corporate Partners", but such discounting will come from Contractors Fees and will not affect the University's Net Tuition.
 - ii. Contractor agrees that United States Army Yuma Proving Ground and Johnson Controls in Yuma are existing Corporate Partners working with the Department of Systems and Industrial Engineering. University will independently recruit these prospective Enrollees and Contractor shall not be entitled to any fees generated for Yuma Proving Ground and Johnson Controls in Yuma students to any of the programs for the Department of Systems and Industrial Engineering.
 - iii. Contractor agrees that University may develop strategic partnerships with other domestic or international universities on joint degree programs, and Contractor shall not be entitled to any fees generated from students recruited from these partnerships.
 - v.) market research;
 - vi.) creative development;
 - vii.) media buying;
 - viii.) lead generation and purchasing;
 - ix.) lead management and optimization;
 - x.) Prospect and Enrollee relationship management, from lead submission to completed application;
 - xi.) implementation and management of social media outreach efforts, including, by means of illustration only, Google+, Facebook and Twitter; and
 - xii.) detailed implementation schedule for all Marketing Services.

The preceding methods are examples of the type of methods that may be employed in connection with the Marketing Services. The type, design, content, placement, format and additional conditions and terms of such methods will be subject to Contractor's final good-faith discretion. University agrees that it will cooperate with reasonable requests received from Contractor in connection with Marketing Services, including, without limitation, provision of creative and technical assistance related to the development, placement, configuration and integration of University materials or content;

- b) Develop, maintain and host University-branded URL as a sub-domain of the University website (the "**Sub-Domain**") containing information regarding University and the University Program where Prospects may, among other things, request information about the University Program. As between Contractor and University, Contractor shall retain all rights to the Sub-Domain and all content solely created by Contractor appearing thereon; provided, however, that: (i) University shall retain ownership of any content it creates or assists in creating with respect to the Domain; and (ii) the Domain shall not be used for any purpose aside from the Marketing and Retention Services. Contractor shall, upon the termination or earlier expiration of this Agreement: (i) reasonably assist University in transferring any University content on the Sub-Domain back to University; and (ii) deactivate the Sub-Domain and any unique landing pages created by Contractor in connection therewith. Notwithstanding the foregoing, University shall have final good-faith editorial approval on the content of the Sub-Domain's primary program pages. Contractor shall adhere to all brand

guidelines for marketing creative (e.g. banners, ad copy, landing pages, email, etc). For purposes of clarity, Contractor shall, upon the expiration or earlier termination of this Agreement, cease all marketing and delete all social media accounts created by Contractor hereunder;

- c) Staff and train call center advisors that focus on the University Program, which advisors will:
 - i.) complete initial follow up with Prospects that indicate an interest in University, including communicating via telephone to Prospects;
 - ii.) pre-qualify Prospects based on the Prospect's University Program of interest, academic goals, and past education experience; and
 - iii.) assist Prospects in order to complete University Program applications;
- d) Communicate to Prospects that financial aid may be available for qualified Prospects, subject to financial aid eligibility requirements and University approval;
- e) Following Prospect submission of a complete application, deliver such to University (a graduate program coordinator/specialist in each department) within a reasonable, but prompt, timeframe;
- f) Provide the Retention Services by means of periodically communicating with certain Enrollees identified by University in a Report (as defined below) via telephone and/or email to discuss ongoing University Program and offer advice and guidance with respect thereto. For purposes of this Agreement, "Enrollee" will be defined as a Prospect that submits a completed application package as a result of Contractor's efforts hereunder, is officially admitted to and enrolled in a University Program and who commences the University Program for which such Prospect enrolled.
- g) Afford University with reasonable access, but not less than monthly during the Term, to Contractor's materials related solely to the Marketing and Retention Services contemplated hereunder, including, by means of illustration, training materials, marketing schedules and expected results and creative elements that are or will be used in online and print advertising, at no additional cost to University. The parties agree to work in good faith to ensure that any activities contemplated by University are not duplicative of the Marketing and Retention Services; and
- h) Notwithstanding anything contained herein to the contrary, Contractor shall not in any way collect any fees for any services from any Prospect in connection with such Prospect applying to University.
- i) Contractor will not promote to any states when directed not to do so by University.
- j) Contractor may develop course materials when directed by the University at a mutually agreed upon additional fee to the University. Should any course materials be developed, University shall retain all intellectual property rights to such materials.

A-2. Obligations of University: During the Term, University will:

- a) Contact Prospects via e-mail within three (3) business days of University's receipt of a completed application confirming receipt of such;
- b) Contact and admit or reject Prospects meeting the required University enrollment criteria for the University Program, , within (7) business days of University's receipt of a completed application for such Prospect, including notifying such Prospect by e-mail of their conditional or full acceptance by the department;
- c) Deliver to Contractor an Enrollee progress report (the "**Report**") substantially in the form attached hereto as **Schedule 1** by the close of business on Monday following the end of each week during each academic semester or as available during the Term containing the name, telephone number, email address of all Enrollees who during the previous week: (i) have failed to attend any of such Enrollee's respective University Program classes; (ii) have failed to turn in at any of such Enrollee's respective University Program assignments; and/or (iii) have scored a "D" or equivalent grade or lower on a University Program exam. Such Reports shall be used by Contractor to perform the Retention Services set forth herein;
- d) At no additional charge by Contractor to University, execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any governmental authority) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement;

- e) Manage the University website as to ensure the productivity of the Sub-Domain, including:
- (i). ensuring that all University Program-specific areas on the University website, as well as, all areas mentioning the University Program, admissions, program overviews and tuition details related thereto "link back" solely to those URLs designated by Contractor, contemplated to be the Sub-Domain;
 - (ii). Removing specific content regarding the University Program, including all areas mentioning the University Program, admissions, program overviews and tuition details related thereto, from the University website; and
 - (iii). Linking any "request information" or "contact information" links related to the University Program on the University website solely to those URLs designated by Contractor, contemplated to be the Sub-Domain.
- f) Allow Contractor staff access to application management portal for prospects if permitted by the University;
- g) Provide Contractor with composite University email address (e.g. onlinemba@university.edu) and a personal email address for the enrollment specialist (e.g. JohnSmith@university.edu; and

A-3. Standard Terms and Conditions.

a) **Ownership of Information:** Contractor agrees that, as between Contractor and University, University will own the exclusive right, title and interest in all personally identifiable and other information in connection with Enrollees delivered by Contractor to University, and Contractor will not use such information for any purpose except fulfilling its obligations under this Agreement. Contractor will only deliver personally identifiable and other information regarding Enrollees that has been generated and compiled in accordance with applicable federal, state and/or local consumer protection and/or privacy laws, collected pursuant to a notice that advised such Enrollees that their personal data was being collected and of the intended uses of such data, in a manner which allows Enrollees to "opt-in" to the collection and transmission of such data in accordance with the express permission of the Enrollees and that does not violate the conspicuous privacy policy or terms of service of the source from which such data is collected, or otherwise violate any Enrollee's privacy rights. Notwithstanding the foregoing, information regarding a Prospect that is received by Contractor, or any parent, affiliate, or subsidiary thereof, from a source other than as a result of the Marketing and Retention Services contemplated hereunder, is and will remain free of any restrictions provided under this Section, even to the extent information received by Contractor is duplicative of any information received in connection with the Marketing and Retention Services. Contractor agrees to maintain industry standard liability insurance and assumes any liability associated with the illegal use or breach of security of aforementioned data solely by Contractor.

University agrees that, as between Contractor and University, Contractor will own the exclusive right, title and interest in all personally identifiable and other information in connection with Propsects. Contractor will not use such information for any purpose except fulfilling its obligations under this Agreement.

b) Intellectual Property:

(i) University hereby grants to Contractor a worldwide, nonexclusive, limited, royalty-free, non-sub-licensable, and non-transferable license to use, reproduce and display any domain names, trademarks, service marks, logos, and or the like (collectively, "Marks"), for the sole purpose of performing the Marketing and Retention Services under this Agreement. Contractor's use of the Marks will be in accordance with University's standards, specifications and instructions as provided from time to time. In the event that University notifies Contractor of any incorrect usage of its Marks, Contractor shall promptly correct such usage as directed. Contractor will have no rights in any Marks except this limited right to use in connection with the Marketing and Retention Services, as set forth above, and Contractor's use of the Marks will accrue to the benefit of University. All representations of University's Marks shall be exact copies of those used by the University or shall first be submitted to the University for approval.

(ii) All right, title and interest in and to a party's Marks will remain the exclusive property of such party. No rights to a party's Marks, other than the limited license and use rights expressly provided for hereunder,

are granted to the other by virtue of this Agreement.

(iii) Contractor agrees that it will not: (i) in any way contest or deny the validity of, or the right, title or interest of the other in or to, the Marks or encourage or assist others directly or indirectly to do so, in either case during the term of this Agreement or thereafter; (ii) use any configuration, trademark, service mark, trade name or other design, symbol, designation or logo confusingly similar to the Marks; (iii) in any way alter the look or presentation of the Marks (including but not limited to, any change in text, graphics, color, size or position), except as may be necessary for integration on the various websites herein and subject to University's approval. Contractor agrees not to register or attempt to register the Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the Marks.

(iv) The license granted under this Section will automatically and immediately terminate upon the effective date of the expiration or termination of this Agreement, provided, however, that this Agreement to discontinue use will not be deemed violated as a result of any promotional materials disseminated prior to the effective date of such termination and that nothing contained herein will require University refuse any application submitted by a Prospect.

c) **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM ANY ASPECT OF THE RELATIONSHIP DESCRIBED HEREIN. IN ADDITION, BOTH PARTIES TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMPENSATION PAID OR PAYABLE TO CONTRACTOR BY University UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF THE RELEVANT CLAIM. THE FOREGOING LIMITATIONS SHALL NOT LIMIT EITHER PARTY'S (A) PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS HEREUNDER; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY; OR (E) LIABILITY FOR ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

d). **Representations and Warranties of Contractor:**

i) Contractor: (A) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which it is incorporated; (B) is duly qualified to transact business and is in good standing as a foreign corporation in each jurisdiction where the nature and extent of its business and properties require due qualification and good standing; (C) possesses all requisite authority, permits and power to conduct its business as is now being or is contemplated by this Agreement to be conducted; and (D) at all times hereunder will comply with all applicable laws, rules and regulations including, but not limited to, statutes, rules, regulations and ordinances of any governmental body or accrediting body relating or applicable to it and/or University in connection with the agreements, understandings and transactions contemplated under this Agreement, and that, to the extent names and other information are collected from third-parties in connection with this Agreement or the services contemplated herein, such will be protected from unauthorized access, destruction, use, modification or disclosure and that Contractor will comply with all applicable local, state and federal law and regulation concerning privacy, data collection, and/or data access, use or disclosure.

ii) This Agreement will, upon execution and delivery by all parties thereto, constitute a legal and binding obligation of Contractor, enforceable against Contractor according to its terms.

iii) Contractor is not subject to, or aware of the threat of, any litigation that is reasonably likely to be determined adversely to it and that, if so adversely determined, would have a material adverse effect on its financial condition and no outstanding or unpaid judgments against Contractor exists.

e). **Representations of the University:**

i) University: (A) is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction in which incorporated; (B) is duly qualified to transact business; and (C) possesses all requisite authority, permits and power to conduct its business as is now being, or is contemplated by this Agreement, conducted.

ii) The execution and delivery by University of this Agreement and the performance by it of its obligations hereunder: (A) are within its corporate power; (B) have been duly authorized by all necessary corporate action; (C) except for any action or filing that has been taken or made on or before the date of this Agreement, require no action by or filing with any government agency; and (iv) do not violate any provision of its articles of incorporation or bylaws.

iii) This Agreement will, upon execution and delivery by all parties thereto, constitute a legal and binding obligation of University, enforceable against University according to its terms.

f). Confidentiality:

i) The parties acknowledge and agree that all information provided to or in connection with either party's performance under this Agreement that is specifically marked or designated as "confidential," "proprietary," or other similar designation will be considered confidential and proprietary information (the "Confidential Information") and will not, except as expressly permitted hereunder, be disclosed to any third-party, without the prior written consent of the party providing the Confidential Information (the "Disclosing Party"). Confidential Information may include, but is not limited to: (A) marketing strategies and targeting methods; (B) business objectives and strategies; and (C) techniques and technical, developmental, cost and processing information.

ii) A party receiving such Confidential Information (the "Receiving Party") will use the Confidential Information only for the purpose of performing the terms of this Agreement or as otherwise permitted hereunder. A Receiving Party will ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform obligations provided for under this Agreement will receive Confidential Information and that such persons agree to treat such information as confidential as provided herein. The parties will exercise the same degree of care in safeguarding and protecting the confidentiality of the Disclosing Party's Confidential Information that the Receiving Party exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care.

iii) The obligations hereunder with respect to Confidential Information of the other party will not apply to Confidential Information that: (A) either party or its personnel already know at the time it is disclosed as shown by their written records and which is not otherwise subject to an independent obligation of confidentiality with respect thereto; (B) is or becomes publicly known without breach of this Agreement; (C) either party lawfully receives from a third-party authorized to disclose it without restriction; (D) either party, its agents or subcontractors, develops independently without use of Confidential Information; or (E) which a Receiving Party is required by law, regulation, subpoena or similar process, or by court or governmental agency order to disclose, in which case the Receiving Party will, prior to any disclosure of such requested information, (to the extent not legally prohibited from so doing) give prompt written notice to the Disclosing Party, in order to allow the Disclosing Party to seek a protective order or similar remedy prior to the Receiving Party's disclosure of such information. In the event that such protective order or other remedy is not obtained, or a Disclosing Party waives compliance with this Section, the Receiving Party will furnish only that portion of the other's Confidential Information which it is advised by counsel is legally required and, and if so requested by the Disclosing Party, will, at the expense of the Disclosing Party, exercise reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such Information.

iv) Each Receiving Party agrees that any unauthorized use or disclosure of the other's Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be

warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any misappropriation, or unauthorized disclosure or use by any person of the Confidential Information which may come to its attention and to take, at its own expense, all steps reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

v) Upon either party's demand, or upon the termination of this Agreement, the parties will comply with each other's reasonable instructions regarding the disposition of Confidential Information which may include return of any and all Confidential Information (including any copies or reproductions thereof) and to destroy any materials produced or created by the Receiving Party based upon or incorporating such Confidential Information. Such compliance will be certified in writing, including a statement that no copies of Confidential Information have been kept (except as may be legally required).

g). Survival. In the event of the termination or expiration of this Agreement, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections 3, 11, 14, 18, 21, 22, A-2(c), A-3(c) and A-3(f) of this Agreement, will remain in effect beyond such termination or expiration until fulfilled.

SCHEDULE 1

Enrollee Progress Report

STUDENT NAME	PHONE NUMBER	EMAIL ADDRESS	ASSIGNMENT STATUS	ATTENDANCE STATUS	QUIZ/TEST STATUS	FINAL GRADE
JOHN DOE	212.555.1111	<u>BLAH@AOL.COM</u>	N/A	N/A	N/A	N/A
JANE DOE	212.555.5555	<u>BLANK@GMAIL.COM</u>	N/A	N/A	N/A	N/A
JACK DOE	212.555.1212	<u>BLOOP@YAHOO.COM</u>	OK	N/A	N/A	N/A