



Office of the Provost  
11000 University Parkway  
Pensacola, FL 32514-5750

September 11, 2018

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

SENT BY FED EX  
SIGNATURE OF RECEIPT REQUESTED  
#7731 9106 7150

RE: TERMINATION NOTICE

Dear Mr. Dawson:

This letter is sent to provide notice of termination of the MSN-Nursing Education and MSN-Leadership and Management Online Programs defined in the Service Agreement between the University of West Florida and Academic Partnerships, LLC ("Agreement"). A copy of the Agreement is enclosed for your convenience.

Section XI. "**Termination**" of the Agreement provides as follows:

**A. Termination of Individual Programs.** The University may discontinue a particular Online Program from this Agreement by giving written notice to AP if . . . or (b) *if the Parties mutually agree that there is insufficient enrollment in the Online Program to justify its continuation.*

**B. Termination for Change in Law.** This Agreement may be terminated by either party if (a) there is a change in any law, regulation or rule, state or federal, that affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of such law, regulation or rule, or (b) *any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination. . .*

Florida Board of Governors' Regulation 8.002 ("BOG REG 8.002") requires courses such as the MSN-Nursing Education and MSN-Leadership and Management Online Programs to be self-supporting. As agreed by Academic Partnerships, LLC ("AP"), the enrollment in both courses are insufficient. These programs are not self-supporting and are out of compliance with the requirements of BOG REG 8.002. UWF is terminating these two programs under Section XI.A.(b) because there is insufficient enrollment to justify continuation.

Alternatively, because of the financial provisions in this Agreement UWF has incurred substantial financial losses in these two programs. The programs are now out of compliance with BOG REG 8.002. Therefore, the University of West Florida also terminates the Agreement under Section XI.B.(b).

Sincerely,

A handwritten signature in dark ink, appearing to read "G. B. Ellenberg". The signature is fluid and cursive, with the first name "G." and last name "Ellenberg" clearly distinguishable.

George B. Ellenberg, Ph.D.  
Provost and Senior Vice President  
University of West Florida

Enclosure

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

**AMENDMENT 1  
TO THE  
SERVICE AGREEMENT**

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

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


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

2. **Acknowledgement**

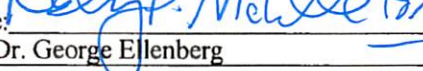
The University acknowledges that as of the date of this Amendment, AP has not engaged in any of the activity identified in Paragraph H of Section II that is either proscribed to the University or prohibited to AP.


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

**ACADEMIC PARTNERSHIPS, LLC**

Signature:   
Name: Jeff Dawson  
Title: Chief Financial Officer  
Date: 10/12/17

**UNIVERSITY OF WEST FLORIDA**

Signature:   
Name: Dr. George Ellenberg  
Title: Provost  
Date: \_\_\_\_\_

  
Shana Gore  
Director of Financial Aid

APPROVED AS TO  
FORM AND LEGALITY  
  
OFFICE OF THE GENERAL COUNSEL



UNIVERSITY  
of WEST  
FLORIDA

PATRICIA D. LOTT, GENERAL COUNSEL  
OFFICE OF THE GENERAL COUNSEL  
11000 University Parkway, Pensacola, Florida 32514-5750  
(850) 857-6242 (voice)  
(850) 857-6058 (fax)  
plott@uwf.edu

May 27, 2011

**Office of General Counsel  
Interoffice Memo**

To: Chula King, Provost  
Re: Academic Partnerships

Attached find two copies of License and Distribution Agreement together with two copies of Addendum No. 1, signed by my office as approved as to form and legality. You will note that I revised the Addendum to leave the Effective Date blank at Shelly's request.

Please furnish my office with a electronic copy of fully executed documents for our files when available.

Thanks!

Pat

A handwritten signature in cursive script, appearing to read "Pat Lott".

Attachments: 2011/7884

-AP\_License\_and\_Distribution\_Agreement\_UWF\_University\_052311\_pdl com-cl

AP\_Program\_Identification\_Addendum\_No.\_1\_052011\_pdl com-rev 5-27-cl



## LICENSE AND DISTRIBUTION AGREEMENT

This License and Distribution Agreement ("Agreement") is entered into by and between Academic Partnerships, LLC ("AP") and University of West Florida ("UWF") acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate, as of 27 May, 2011 (the "Effective Date"). AP and UWF are sometimes referred to herein each as a "Party", and collectively as the "Parties".

### Recitals

**WHEREAS**, UWF is a higher educational institution that offers undergraduate, graduate, and post-graduate courses; which include courses that are delivered offline in classroom teaching ("Offline Education").

**WHEREAS**, AP has developed a bank of resources, which is available for deans, department chairs and faculty to use in part or in whole when developing their courses for Online Education degree programs.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties hereby agree as follows:

**I. Definitions.** Capitalized terms used in this Agreement shall have the meaning set forth below or elsewhere in the Agreement.

- A. "Curriculum" means a group of related Programs, completion of which results in a degree or other objective.
- B. "Developed Materials" means any ideas, designs, development tools, know-how, concepts, documentation, or written materials developed by the Parties during the Term of this Agreement.
- C. "Distribution System" means AP's proprietary software platform.
- D. "Faculty" means persons appointed by UWF as UWF faculty to teach the Curriculum as part of the Programs.
- E. "AP Material" means:
  - i) The AP Resource Bank,
  - ii) The Distribution System,
  - iii) The AP Developed Materials, and
  - iv) Any documentation or other materials associated with the foregoing.
- F. "AP Resource Bank" means AP's bank of resources, including but not limited to blueprints, readings, scripts, transition screens, discussion prompts that is available for UWF to utilize when converting UWF courses for Programs.

- G. **"Intellectual Property"** means any and all now known or hereafter existing rights associated with (i) works of authorship throughout the world, including exclusive exploitation rights, copyrights, moral rights and mask works; (ii) trade secret rights; (iii) trademark and trade name rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and proprietary rights of every kind and nature throughout the world whether arising by operation of law, by contract or license or otherwise; and (vi) all registrations, renewals, extensions, combinations, divisions, or reissues of any of the foregoing.
- H. **"Online Education"** means the distribution of academic Programs (defined below) through electronic media.
- I. **"Program(s)"** means educational courses offered by UWF which may utilize the AP Material, the successful completion of which results in the award of certain UWF course credit and/or credentials.
- J. **"Revenue"** means the tuition, fees or other moneys collected from Students for the Programs.
- K. **"Student(s)"** means a student enrolled in the Programs.
- L. **"UWF Material"** means any material, including without limitation Curriculum, lectures, documentation or other materials, that is created by UWF including UWF Developed Materials. For the purposes of this definition, UWF includes any UWF staff, including without limitation Faculty.

## II. AP Obligations

During the term of this Agreement, AP agrees to fulfill the following services and obligations (collectively, the "AP Obligations"):

- A. **Distribution System.** AP shall provide a system for distributing the Programs to Students ("Distribution System").
- B. **Sales and Marketing.** AP will market the Programs including recruiting Students, such recruiting (including any related advertising) subject to the prior review and approval of UWF, such approval not to be unreasonably delayed. AP agrees that in the course of recruitment of Students for enrollment in the Programs it will not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity engaged in any Student recruiting or admission activities, or any person directly supervising such person, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education, the Florida Department of Education, the Board of Governors of the State University System, the Board of Trustees of the University of West Florida, or The Higher Learning Commission of the Southern Association of Colleges and Schools (hereafter collectively the "Education Regulatory Authorities") hereafter in effect, and all such activities will be carried out in accordance with the requirements and standards of all applicable state, or federal Education Regulatory Authorities.

- C. **Protection of Student Information.** UWF has informed AP that Student specific information necessary for the performance of this Agreement may be protected from disclosure pursuant to the provisions of the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 1232g; 34 CFR Part 99) and Section 1002.21 (1), Fla. Stat.. AP expressly agrees that to the extent it may have access to any such records it is solely for the purpose of assisting UWF in the offering of the Programs, it may not disclose any such information to any third parties, and it must take such measures as are reasonable and prudent to protect such information from inadvertent disclosure. Further, AP shall indemnify and otherwise hold harmless UWF for any AP unlawful disclosure or failure of notification as required by FERPA or by Section 1002.21 (1), Florida Statutes. Any unlawful disclosure of such information to third parties by AP shall constitute a material breach of this agreement.

### III. UWF Obligations

UWF and AP expressly acknowledge that nothing in this Agreement is intended to impair the authority of UWF respecting the academic attributes of the Programs, including the admission of Students to the Programs, the delivery of the Programs, the evaluation of Student performance and the decision to award course credit and academic credentials and to exercise customary oversight respecting Faculty engaged in its offering. UWF agrees to provide the following services and obligations (collectively, the "UWF Obligations"):

- A. **Regulatory Approvals, Accreditations, and Licenses.** UWF will determine and obtain all necessary regulatory approvals and licenses for the Programs from such Education Regulatory Authorities as are applicable.
- B. **Evaluation of Performance and Granting of Credentials.** UWF will evaluate the performance of Students enrolled in the Programs in such manner as it shall deem appropriate, and shall grant the applicable course credit and credentials to those Students it has deemed, in the exercise of its sole discretion, to have met its standards for the award of such course credit and credentials.
- C. **Faculty.** UWF will have and exercise overall academic supervision of all Faculty engaged in the Programs.
- D. **Student Information Systems.** UWF will be responsible for maintaining, supporting and administering the student information systems necessary to facilitate and process Student enrollment, including but not limited to enabling Student registration for courses, providing transcripts, and enabling the entering and tracking of grades.
- E. **Financial/Business Oversight.** UWF will oversee the financial management of the Programs.
- F. **Intellectual Property Notices.** UWF will not remove, deface, or obscure any of AP's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the AP Materials, the Programs or the Distribution System.

#### IV. License Grants By AP

- A. AP grants UWF (1) a limited, non-exclusive, worldwide license to use and modify the AP Resource Bank during the Term for the specific and limited purpose of developing Programs, including, without limitation, the right to reproduce and distribute the portion of the AP Resource Bank necessary for its Faculty to provide the Programs to the Students; (2) a limited, non-exclusive, worldwide license to use the AP Materials for Online Education that are distributed through the Distribution System; and (3) a limited, non-exclusive, worldwide license to use the AP Materials for Offline Education.
- B. AP grants UWF a limited, nonexclusive worldwide license to use such AP trademarks as are designated in writing by AP, in the form designated by AP, solely for the purpose of marketing the Program and contingent upon AP's prior written approval of each use. Appendix A lists the initial AP trademarks that may be used per this Section.
- C. All rights not expressly granted to UWF in this Section IV herein are reserved to AP.

#### V. License Grants by UWF

- A. UWF grants AP (1) a limited, non-exclusive, worldwide license of the UWF Material during the Term, for the specific and limited purpose of producing Programs; and (2) a limited, non-exclusive, worldwide license to use, reproduce, perform, display and distribute the portion of the UWF Materials during the Term as necessary to provide the Programs to the Students.
- B. UWF grants AP a limited, non-exclusive, worldwide license for such UWF trademarks as are designated in writing by UWF, in the form designated by UWF, solely for the purpose of marketing the Programs. Appendix B lists the initial UWF trademarks that may be used per this Section.
- C. All rights not expressly granted to AP in this Section V are reserved to UWF.

#### VI. Ownership

- A. **Ownership of AP Intellectual Property.** AP retains all ownership and Intellectual Property rights to the AP Material.
- B. **Ownership of UWF Material.** UWF retains all ownership and Intellectual Property rights to its UWF Material.
- C. **Ownership of Developed Materials.** Each Party shall promptly disclose to the other any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement. Any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of this Agreement shall belong to the Party that creates such Intellectual Property, unless mutually agreed otherwise in writing.
- D. **Assistance.** Each party agrees to work together to identify the owner of the Developed Material arising from or attributed to any work or activities undertaken as a result of this



Agreement to assist the other Party and/or its nominees in every reasonable way to document, secure, maintain and defend each Party's ownership in the Developed Materials and the Intellectual Property rights therein.

## **VII. Term**

- A.** The Term of this Agreement commences on the Effective Date and ends after a term of five (5) years. On the fifth (5<sup>th</sup>) anniversary of the Effective Date, unless terminated under Section XII (the "Term"), the Term shall automatically renew for five (5) year periods, unless terminated by either party in writing twelve (12) months before the expiration of the then current term.

## **VIII. Payment and Taxes**

- A.** UWF will collect all Revenue, remitting to AP the mutually agreed amount per Student for each course within the Program(s) set forth in the applicable Addendum. The amount remitted to AP shall be due on the later of twenty (20) days from the start of each course or twenty days from the date of collection of the Revenue from the student.
- B.** AP will pay, at its own expense, the sales and marketing costs that are initiated or approved by AP in advance.
- C.** Each Party shall be responsible for its own taxes due on their portion of the Revenues received.

## **IX. Indemnification**

- A. Claims and Procedures.** AP will defend and indemnify UWF, against a claim that any AP Material furnished by AP infringes a United States copyright, provided that: (a) UWF notifies AP in writing within thirty (30) days of the claim; (b) AP has sole control of the defense and all related settlement negotiations; and (c) UWF provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by UWF in providing such assistance will be reimbursed by AP.
- B. Exceptions.** AP shall have no liability; for any claim of infringement resulting from: (a) modifications, upgrades or updates to the AP Material made by UWF; (b) any UWF Material; and (c) any combination of the AP Material and UWF Material with other material by UWF that, but for the combination, the AP Material would not be infringing.
- C. Remedies.** In the event that some or all of the AP Material are held or are believed by AP to infringe, AP shall have the option, at its expense: (a) to modify the AP Material to be non-infringing; or (b) to obtain a license to continue using the AP Material. If it is not commercially feasible to perform either of the above options, then AP may require from UWF the return of the infringing AP Material and all rights thereto. Upon return of the infringing Programs to AP, UWF may terminate this Agreement with ten (10) days written notice.

- D. **Liability and Insurance.** UWF will maintain, at its own cost and expense, at all times while this Agreement is, in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. UWF will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance for its employees as required by law. UWF will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request. AP will maintain and provide proof of insurance sufficient to cover all claims brought against UWF for liability or loss which are the result of injury to or death of any person, or damage to property belonging to UWF caused by the negligent acts or omissions, or negligent conduct of AP.

## **X. LIMITATION OF LIABILITY**

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

## **XI. Warranties**

- A. Each Party warrants, to the best of its knowledge, that it has the authority to enter into the Agreement and to perform its obligations set forth herein.
- B. AP warrants that it is the sole and exclusive owner of all AP Material developed by AP or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such AP Materials, and that, to the best of its knowledge, such AP Material does not infringe any third-party rights.
- C. UWF warrants that it is the sole and exclusive owner of all UWF Material or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into the UWF Materials, and that, to the best of its knowledge, the UWF Material does not infringe any third-party rights.

## **XII. Termination**

- A. If either Party materially breaches the terms of this Agreement and fails to correct the breach within 60 days after the non-breaching Party provides written notification, the non-breaching Party may terminate this Agreement.
- B. If AP uses the UWF Material, or if UWF uses the AP Material, in any manner that exceeds the licenses granted to such Party herein, and fails to immediately cease within 60 days after provided written notification of such unlicensed use, the other Party may immediately terminate this Agreement with written notice.
- C. Notwithstanding anything to the contrary herein or in the Addenda hereto, UWF's obligation to continue to participate in this Agreement is contingent upon receipt from the Legislature of the State of Florida of funds sufficient to continue the activities herein described. In the event of non-availability of funds for this purpose, UWF shall have the option to terminate this contract at the end of any fiscal year during the term of this

AP License and Distribution Agreement UWF University 052311 pdl com-cl[1]University License and Dist  
Ag-AP

UWF 052011  
7884-pdl com

Agreement. UWF shall give notice to AP when the University has knowledge thereof. The determination of whether funds are available shall be made in the sole discretion of the University.

- D. Upon expiration or termination, UWF must cease all use of AP Material pursuant to Section IV.A(1) hereof and return any such material in its possession to AP, provided that the license set forth in Section IV.A(2) shall survive expiration or termination of the Agreement.
- E. Upon expiration or termination, AP must cease all distribution of UWF Material and return any such material in its possession to UWF, provided that AP shall have the right to continue to use the UWF Material for the sole purpose of permitting Students then enrolled in the Programs to complete such Programs.

### **XIII. General**

#### **A. Relationship Between the Parties**

Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. The Parties are and shall act as, each an independent contractor and not as an agent or employee of the other Party. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

#### **B. Governing Law**

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Florida, United States of America.

- C. **Compliance with Federal, State and Local Laws.** The Parties shall comply with all applicable federal, state and local laws in the conduct of the work supported by this Agreement. Neither Party nor any of its employees are or shall be deemed to be employees of the other Party for any purpose including, without limitation, application of the Fair Labor Standards Act minimum wage and overtime payment provisions, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local revenue or tax laws, state worker's compensation laws and state unemployment insurance laws. Each Party accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation insurance premiums, all income tax deductions, Social Security deduction, and any and all other taxes or payroll deductions required for all employees engaged by either Party in the performance of the work supported by this Agreement. Each Party represents and warrants that it is qualified to do business in the geographies in which it will perform its obligations under this Agreement, and will obtain all necessary licenses and permits, and satisfy any other legal, regulatory and administrative requirements, necessary to its performance hereunder.

- D. **Workplace Environment.** The Parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces.
- E. **Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.** If applicable, the Parties will provide certification attesting that they do not provide material assistance to any organization on the U.S. Department of State exclusion list.
- F. **Equal Opportunity Workplace.** In performing this Agreement, the Parties shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age or national origin
- G. **Notice**  
All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to:

**If to AP:**

Academic Partnerships, LLC  
Attn: Chief Financial Officer  
160 Continental Ave.  
Dallas, TX 75207  
FAX: 214-210-3997

**With copy to:**

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

**If to UWF:**

University of West Florida  
Attn: Chula King, Provost  
11000 University Parkway  
Pensacola, FL 32514  
cking@uwf.edu

The Parties agree that they each may treat documents scanned and emailed by the other Party as original documents; nevertheless, either Party may require the other to exchange original signed documents.

- H. **Severability**  
In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- I. **Waiver**  
The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or

breach of either Party's Intellectual Property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than four (4) years after the cause of action has occurred.

**J. Headings**

The headings appearing in this Agreement are inserted for convenience only, and will not be used to define, limit or enlarge the scope of this Agreement or any of the obligations herein.

**K. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the Parties will follow such delivery by prompt delivery of originals of such pages).

**L. Confidential Information.** Each Party agrees that subject to the terms of this Agreement not to use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential and which is not as a public record subject to Chapter 119, F.S. or Article 1, Section 24(a) of the Florida Constitution for which there is no specific statutory exemption ("Confidential Information"). The obligation of confidentiality shall not apply to information which: (i) is or becomes part of the public domain through no fault of the receiving Party; (ii) is furnished by the disclosing Party to others without restrictions on use and disclosure; (iii) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any agreement with the disclosing Party; (iv) is disclosed with prior written approval of the disclosing Party; (v) is independently developed by the receiving Party without the use of any Confidential Information; (vi) is previously known to the receiving Party on a non-confidential basis; or (vii) is required by court order or government agency to be disclosed, in which case, the receiving Party shall give the disclosing Party as much notice as is reasonably practical so that the disclosing Party may seek a protective order or other confidential protection as the disclosing Party, in its sole discretion, may elect and the receiving Party shall reasonably cooperate with the disclosing Party in disclosing Party's efforts to obtain such order or protection.

**M. Force Majeure**

Neither Party will be liable for delays or failure in its performance hereunder to the extent such delay or failure is caused by any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction or act of government, or any other event beyond the reasonable control of that Party (an "Excusable Delay"). This Agreement may be terminated, with written notice, by either Party under this Section should the Excusable Delay of the non-performing Party continue for more than 90 days.

**N. Entire Agreement**

This Agreement and any Exhibits and Addenda hereto constitute the complete agreement between the Parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this



Agreement. Neither this Agreement nor an Exhibit or Addendum may be modified or amended except in a writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement or an Exhibit or Addendum.

**O. Successors and Assigns**

This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Neither Party may not assign, delegate, transfer, or otherwise convey this Agreement or any of its rights hereunder, to any entity without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void.

**P. Survivability**

The following Sections shall survive the expiration and termination of this Agreement: III.F, IV.A(3), VI, VIII, IX, X, XI, XII (D) and (E), and XIII (L).

**ACADEMIC PARTNERSHIPS, LLC**

Signature: \_\_\_\_\_

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

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

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

*[Signature]*  
*Mike Briskey*  
*CFO*  
*5-31-11*

**UNIVERSITY OF WEST FLORIDA**

Signature: \_\_\_\_\_

Name: Dr. Chula King \_\_\_\_\_

Title: Vice President and Provost \_\_\_\_\_

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

*[Signature]*  
*Chula King*  
*27 May 2011*

Approved as to Form and Legality

*[Signature]*  
Office of General Counsel

APPENDIX A  
(AP Trademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS, LLC
2. AP
3. UNIVERSITY PARTNERS
4. STATEU.COM
5. EPIC
6. EPIC LEARNING
7. EPIC LEARNING SYSTEM

APPENDIX B  
(UWF Trademarks)

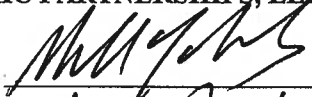
1. UWF
2. University of West Florida
3. UWF LOGO

**University of West Florida Program Identification Addendum No. 1**

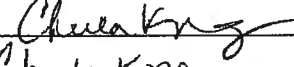
This Program Identification Addendum ("Addendum") is a supplement to the License and Distribution Agreement ("Agreement") between University of West Florida ("UWF") and Academic Partnerships, LLC ("AP") and is fully incorporated therein.

1. NAME OF PARTICIPATING SCHOOL: School of Education
2. EFFECTIVE DATE OF PROGRAM: January 1, 2012; Spring Semester 2012
3. COURSES TO BE OFFERED: To Be Determined
4. PROGRAMS AND/OR DEGREES: Master of Education in Education Leadership
5. PAYMENT: (This section may replace Section VIII A of the Agreement. All other subsections of Section VIII remain unchanged.):
  - A. UWF will collect all Revenue and remit to AP Fifty percent (50%) of Revenues collected for each course within the Programs on the later of twenty (20) days from the start of each course or twenty days from the date of collection of the Revenue from the student . The minimum amount collected per degree program will be Forty Four Hundred and 00/100 US Dollars (\$4,400.00) per student.

**ACADEMIC PARTNERSHIPS, LLC**

Signature:   
Name: Mike Briskey  
Title: CFO  
Date: 5-31-11

**UNIVERSITY OF WEST FLORIDA**

Signature:   
Name: Chula King  
Title: Provost  
Date: 27 May 2011

Approved as to Form and Legality

  
Office of General Counsel