

ADVERTISING SERVICES AGREEMENT

This Advertising Services Agreement (“Agreement”) is entered into by and between Academic Partnerships, LLC (“AP”) and the University of Louisiana Lafayette (“UL Lafayette” or “University”), as of January 1, 2017 (the “Effective Date”). AP and UL Lafayette are sometimes referred to herein each as a “Party”, and collectively as the “Parties.”

WHEREAS, UL Lafayette is a public postsecondary educational institution that offers undergraduate, graduate, and post-graduate courses;

WHEREAS, UL Lafayette, is committed to increasing the use of technology for distance learning to expand educational offerings for working learners;

WHEREAS, UL Lafayette has committed substantial resources to encourage the development of course sections and programs of study to be delivered through distance learning;

WHEREAS, AP provides advertising and student support services to universities to enable them to offer such courses, degree programs and other programs online;

WHEREAS, AP desires to provide digital advertising and support services to promote those UL Lafayette online education degree programs identified in the attached Addendum[s] to this Agreement (jointly called “**Online Programs**” and inclusive of all pre-requisite and co-requisite courses, and as defined below and to assist UL Lafayette in achieving its student recruitment and retention goals for said online education degree program(s).

WHEREAS, UL Lafayette desires to enter into this Advertising Services Agreement with AP to assist with advertising the online education program(s) identified on Exhibit A in order to increase student enrollment in said program(s).

NOW THEREFORE, the Parties agree as follows:

Subject to the terms and conditions set forth herein, UL Lafayette desires to engage AP to provide such services with regard to the mutually agreed to Online Programs

1. **DEFINED TERMS**

Capitalized terms used in this Agreement shall have the meanings set forth below or elsewhere in the Agreement.

“**AP Material**” means (1) the AP Developed Materials; and (2) any documentation or other materials associated with the foregoing.

“**Course**” means those educational courses comprising the Online Programs offered by UL Lafayette to Students that the completion of which results in the award of college credit(s), which may be advertised or distributed in whole or part utilizing the AP Material.

“**Developed Materials**” means any ideas, designs, development tools, know-how, concepts, documentation, or written materials developed by either Party.

“**Faculty**” means those individuals appointed by UL Lafayette to teach the Online Programs.

“**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 UL Lafayette 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.

“Prerequisite Course” means an academic requirement (i.e. general education or core course) which must be satisfied by a student prior to that student completing an Online Program.

“Online Program(s)” means those educational programs offered by UL Lafayette to Students that receive college credit(s) as part of programs, the successful completion of which results in the award of a Course credit, certificate or degree, which programs may be advertised or distributed in whole or in part utilizing the AP Material (as set forth in the attached Addendum[s]). Multiple concentrations within an academic program are counted as more than one program by Academic Partnerships.

“Student(s)” means a student enrolled in the Program(s) whose tuition is paid and non-refundable by the University.

“UL Lafayette Material” means any material, including without limitation curriculum, lectures, course materials, documentation or related material that is created by UL Lafayette, including UL Lafayette Developed Materials. For the purposes of this definition, UL Lafayette includes any UL Lafayette employee, agent, and/or subcontractor including without limitation Faculty.

2. AP'S OBLIGATIONS

During the Term of this Agreement, AP shall have the following obligations, which it shall fulfill through its own efforts as well as through efforts of its agents and affiliates:

A. Advertising, Recruiting, and Promotion. AP shall advertise UL Lafayette and its Online Programs using a variety of means as determined by AP.

(1) AP's advertising strategies and plans will be subject to prior review and approval by UL Lafayette. Additionally, any use of UL Lafayette's logos and trademarks (such as those identified in Exhibit B) by AP shall be in accordance with the branding and style guidelines provided to AP by UL Lafayette.

(2) The Parties shall jointly review and agree on a Communications Plan to be utilized by ERSs when representing each UL Lafayette Online Program. Each communications plan will outline the scope of the communications that ERSs will have with current and potential Students. Any change to the communications plan must be agreed to by the Parties prior to implementation. Substantive changes to AP's field sales strategy shall be agreed to by the Parties in writing prior to implementation.

(3) AP shall provide quarterly reports to UL Lafayette regarding student recruitment and retention, which include key performance indicators to show the lifecycle of a student.

B. Program Development, Support and Implementation. AP's implementation team will work with UL Lafayette to launch UL Lafayette's Online Programs. AP's implementation support services will include:

(1) an integration team that works with UL Lafayette's personnel from key departments;

(2) facilitation of various operational planning sessions for Online Programs;

- (3) development and ongoing maintenance of a “Program Guidelines” document;
- (4) cross-functional project management services, including development of a project plan to drive program implementation activities.
- (5) IT support staff to work with UL Lafayette’s IT staff on integration of student information and learning management systems.
- (6) AP shall also provide an account executive who is knowledgeable and versed in UL’s Program(s), which individual shall serve as the primary contact for UL Lafayette personnel (a “Managing Director”).

C. Academic Support Services. AP will work with faculty and UL Lafayette on Online Programs’ design, including but not limited to:

- (1) assistance with program-level planning, course mapping, course projections, and course conversion of Online Programs into an electronic format;
- (2) assisting UL Lafayette in structuring multiple annual start dates; and
- (3) introducing best practices for the delivery of Online Programs.

D. Enrollment Specialist Representatives (ESRs). ESRs will serve as a primary point of contact for all prospective Students for the Online Programs. The ESRs will help educate Students about the Online Programs. AP’s responsibilities include:

- (1) staffing and equipping a call center for ESRs;
- (2) providing a team of trained ESRs to contact potential Students;
- (3) providing a toll free number and website for prospective Students;
- (4) recruiting in compliance with the academic standards of UL Lafayette and regulatory requirements; and
- (5) informing potential Students of the Online Programs’ characteristics and referring potential Students to UL Lafayette regarding financial aid and/or academic questions. In performing recruiting activities, ESRs shall use such advertising and promotional materials as deemed appropriate by AP and as are provided by and approved by UL Lafayette in accordance with this Agreement the accuracy of which AP is entitled to rely on.
- (6) AP agrees that in the course of advertising to Students for enrollment in the Online Program(s) it will:
 - (a) Not state or imply in any advertising materials/advertising that UL Lafayette or the University of Louisiana System endorses AP, any AP Affiliates, or any goods, products, or services of AP or the AP Affiliates;
 - (b) Perform such advertising in full compliance with all applicable laws, rules, and regulations; and

- (c) AP agrees that in the course of recruitment of Students for enrollment in one or more Online 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 directly 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 or UL Lafayette's regional accreditor.

E. Application Support. In addition to recruiting, ESRs will:

- (1) inform applicants of UL Lafayette application requirements;
- (2) contact applicants regarding upcoming Online Programs' deadlines;
- (3) remind applicants to submit necessary paperwork (transcripts, etc.);
- (4) remind Students of the registration process, registration deadlines and payment deadlines once admitted to UL Lafayette; and
- (5) refer Students to appropriate UL Lafayette resources if there are further questions about the Program(s).

F. Retention Support Services.

- (1) **Assigned Coordinator.** AP will assign a Student Success Coordinator (**Coordinator**) to each Student enrolled in an Online Program to support the Student from initial program and course registration, through course engagement through and finally graduation.
- (2) **Coordinator Duties.** Each Coordinator will oversee performance and wellbeing of Students enrolled in Online Programs to ensure they remain engaged and active throughout the degree. Coordinators will act on the intelligence delivered by automated software, which will track student progress and trigger necessary engagement communications in an effort to attain the highest levels of Student retention. Coordinators will focus on keeping Students motivated, learning and progressing toward graduation. Interactions by Coordinators may include, but are not limited to, the following:
 - (a) Welcome campaigns for new Students;
 - (b) Registration and reenrollment campaigns informing Students about key dates and deadlines regarding their next module or course;
 - (c) Recommendations on alternative courses;
 - (d) Ongoing payment reminders;
 - (e) Re-engagement campaigns to encourage inactive Students to resume their studies;

- (f) Referral of unresolved retention issues to appropriate support services at UL Lafayette; and
 - (g) Engagement with “at risk” Students to identify root causes of their poor course performance or participation and recommend mitigating strategies.
- (3) **Reporting on Retention Support.** AP shall provide UL Lafayette, at least quarterly, with updates and reports on the retention efforts and performance of UL Lafayette’s Online Programs. Reports will include, but not limited to number of new enrollments, stop-outs, stop-ins and graduates, aggregated loss/gain and the differential.

G. Data Protection. Under this Agreement, AP may (1) create, (2) receive from or on behalf of UL Lafayette, or (3) have access to, records or record systems (“FERPA Records”) that are subject to the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 1232g; 34 CFR Part 99). If any UL Lafayette records or record systems shared with AP are subject to FERPA, then (A) UL Lafayette designates AP as a UL Lafayette official with a legitimate educational interest in such records and record systems and AP is under UL Lafayette’s direct control with respect to the use and maintenance of such records and records systems, and (B) AP acknowledges and agrees that its improper disclosure or re-disclosure of personally identifiable information from such records or record systems will result in AP’s exclusion from eligibility to contract with UL Lafayette for at least five (5) years.

AP expressly agrees that it and its employees, contractors, agents, or other persons for which it is responsible:

- (1) Will only create, receive, or access any such records or record systems solely for the purpose of assisting UL Lafayette in the distribution of the Online Program(s) in accordance with the terms of this Agreement;
- (2) Will take all necessary measures to safeguard such records or record systems according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which AP protects its own confidential information;
- (3) Will not disclose any such records or records systems except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UL Lafayette in writing, and specifically AP will not disclose any personally identifiable information from such records or records systems to any other party without the prior consent of the applicable parent or eligible student in accordance with 34 C.F.R. Part 99, and
- (4) Will continually monitor their operations and take any action necessary to assure that such records and records systems are safeguarded and maintained as confidential in accordance with FERPA and the terms of this Agreement.

Furthermore, AP shall defend and indemnify UL Lafayette for any breach of or failure to comply with this Section 2, or with FERPA.

3. **UL LAFAYETTE’S OBLIGATIONS**

UL Lafayette shall maintain the sole authority in the (i) appointment of faculty, (ii) admission of Students, (iii) delivery of Online Programs, (iv) evaluation of Student performance, (v) decision to award course credit and/or academic credentialing, and (vi) decision to award scholarships or financial aid. During the Term of this Agreement, UL Lafayette has the following obligations:

A. Advertising Deliverables.

UL Lafayette shall deliver to AP its branding and style guidelines to be used by AP in advertising and recruiting associated with the Online Programs and hereby grants the right to AP to use its intellectual property (including to represent UL Lafayette in forming affiliate relationships and related promotions without necessarily referencing AP.

(1) Annually, UL Lafayette shall approve the advertising plan under which AP will operate for the coming year. Quarterly, the Parties will update the advertising plan, as necessary;

(2) UL Lafayette shall allow AP and/or its agents or affiliates to use UL Lafayette web domain for advertising (i.e., <http://online.universityname.edu> or <http://degree.universityname.edu>) and host those subdomains for ease of maintenance and updates; and

(3) UL Lafayette shall allow AP to have access to current student and alumni email lists for advertising purposes.

B. Regulatory Approvals, Accreditations, and Licenses. The Parties agree that AP is relying on UL Lafayette's obligation to determine and obtain all necessary regulatory approvals and licenses for the Online Programs including as set forth below:

(1) **Obtaining Regulatory Approvals.** As it is required by law, UL Lafayette shall fulfill its obligation to determine if it is required to obtain any type of approval, authorization, certificate, or license to deliver online instruction, advertise degree programs, or recruit Students. If UL Lafayette determines that it or its agents are required to obtain any sort of approval, authorization, certificate, or license in a state, then UL Lafayette shall obtain all such necessary approvals and shall communicate them to AP in a timely manner.

(2) **Informing AP of Obtained Approvals.** UL Lafayette shall inform AP as to which states' residents UL Lafayette is legally authorized to enroll Students, what types of advertising and recruitment activities it has obtained approval for, and in which locations such approvals have been obtained.

C. Evaluation of Performance and Granting of Credentials. UL Lafayette will evaluate the performance of Students enrolled in the Online Program(s) 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.

D. Faculty. UL Lafayette will have and exercise overall academic supervision of all Faculty engaged in the Program(s).

E. Access to Data. The University shall provide AP daily extracts from its Student Information System and Learning Management System that contain information about applicants and Students enrolled in the Online Programs. Essential data includes, but is not limited to, applicant, Student, section, course, enrollment, grade, and time-activity data. AP and its agents and/or affiliates may use the data in order for AP to fulfill its obligations and exercise its rights under this Agreement and to analyze and increase the effectiveness of the services it offers hereunder. Information cannot be shared with a third party unless reduced to writing and approved by the University.

F. Enrollment. UL Lafayette shall have sole discretion to determine which applicants are accepted and enrolled as Students in each Online Program advertised under this Agreement.

G. Financial/Business Oversight. UL Lafayette will oversee the financial management of the Online Program(s) represented under this Agreement. The parties agree to regularly discuss and evaluate the need for tuition increases or changes associated with UL Lafayette's Online Programs, to the extent necessary to satisfy both UL Lafayette and AP's costs. Said cost analysis shall include an analysis of fees, tuition and market pressure demands. Nevertheless, any tuition increases shall be at the sole discretion of UL Lafayette.

H. Competing Programs. UL Lafayette agrees that for the duration of this Agreement, it will not offer any similar and/or competing online programs to the Online Programs that are represented by AP.

I. Intellectual Property Notices. UL Lafayette 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 in, or associated with the AP Materials or the Online Program(s).

J. Program Expansion. If the Parties mutually agree to expand the existing Online Program(s) or add new Online Program(s) to this Agreement, said agreement shall not be effective until it is reduced to writing and signed by both Parties as an Addendum to this Agreement. To the extent that an Addendum to this Agreement is entered into for a new Online Program, the term of such Addendum shall also be for a period of three (3) years (New Term) notwithstanding the fact that the New Term could exceed the period of the original term or a renewal term of this Agreement. In the event of a New Term, all provisions of this Agreement shall remain in full force and effect for the duration of the New Term with regard to the new Online Programs and any renewals of such thereafter. Nevertheless, the addition of a new Online Program shall not extend the Term of this Agreement as to the existing Online Program(s).

K. Internet and Website Interfacing. UL Lafayette shall add links to the AP website from UL Lafayette's current web page(s). UL Lafayette shall also provide a sub-domain to be hosted on AP servers for advertising pages.

L. Program Characteristics. UL Lafayette will assure that:

- (1) its tuition and fees for the Online Programs is no more than the campus-based tuition and fees and are market-competitive, as defined by collective research;
- (2) the Online Programs are in an accelerated format;
- (3) there shall be at least five program starts per year per Online Program;
- (4) UL Lafayette shall work in good faith toward obtaining approval in as many jointly identified states with AP as soon as reasonably practicable;
- (5) UL Lafayette shall work collaboratively with AP and establish parameters in conjunction with the annual advertising plan to offer promotions, including offering special scholarships and discounts to affiliate partners; and
- (6) UL Lafayette shall provide and maintain at least three Online Programs under this Agreement.

4. **LICENSE GRANTS BY AP**

AP hereby grants UL Lafayette a perpetual, non-exclusive license to use the AP Materials in order to fulfill its obligations to offer the Online Programs for delivery through a learning management system which includes electronic media, or as otherwise agreed to in writing by the Parties. AP also grants UL a limited, non-exclusive, 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 advertising the Program(s) that utilize the AP Material and contingent upon AP's prior written approval of each use. Exhibit A lists the initial AP trademarks that may be used per this Section. All rights not expressly granted to UL Lafayette in this Section 4 herein are reserved by AP.

5. **LICENSE GRANTS BY UL LAFAYETTE**

UL Lafayette hereby grants AP a limited, non-exclusive, worldwide license to use, reproduce, perform, display and distribute the UL Lafayette Material including trademarks during the Term as necessary or appropriate to distribute the Online Program(s) to the Students and or for the purpose of advertising the Online Program(s). AP shall present its advertising strategy to UL Lafayette in accordance with Section 2-A-(1) of this Agreement. AP is not required to submit its advertising strategy directly to the Office of Communications and Marketing; however, AP acknowledges that the Office of Communication and Marketing may review AP's strategy during the approval process. Exhibit B lists the initial UL Lafayette trademarks that may be used per this Section. AP shall not use any UL Lafayette's logos or trademarks except those identified on Exhibit B without UL Lafayette's express written permission. All rights not expressly granted to AP in this Section 5 are reserved by UL Lafayette.

AP agrees not to produce any apparel with the UL Lafayette and/or "Ragin' Cajuns" Indicia or likeness unless a separate arrangement is made by a licensing agreement with the University Office of Communications and Marketing.

AP agrees that the University Office of Communications and Marketing has final approval of the content and distribution date of any press release, announcement, statement or media advisory related to the partnership with the University that is issued by the University. Any press conferences or other announcements must be coordinated with final approval by the University's Office of Communications and Marketing.

6. **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to AP by University shall remain the property of University, and shall be returned by AP to University, at AP's expense, at termination or expiration of this Contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by AP in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by AP to University, at AP's expense, at termination or expiration of this Contract.

7. **TERM AND RENEWAL**

The Term of this Agreement commences on January 1, 2017 and ends on December 31, 2021 (the "Termination Date"), unless terminated earlier in accordance with Section 12 of this Agreement.

8. **PAYMENT AND TAXES**

Compensation to AP for its services will be as follows:

A. "Revenue" shall be defined as tuition charged to students for the Online Programs and any Prerequisite Course(s) (excluding fees for the Prerequisite Courses). Revenue is calculated utilizing actual tuition rates; therefore, if any Addendum(s) to this Agreement specifically identifies a tuition rate and said tuition rate changes, the actual tuition rate controls, and this Agreement need

not be amended to reflect the new tuition rate. Revenue for Prerequisite Courses shall be in accordance with UL Lafayette's then current tuition schedule.

B. "AP Payment" shall be defined as an amount equal to 50% of the Revenue from both current and new Students unless stated otherwise in this Agreement or an Addendum to this Agreement.

C. Time to Remit AP Payment. UL Lafayette will collect all Revenue from Students, and remit the AP Payment to AP within thirty (30) days of the start of any Prerequisite Course(s) and Online Program(s).

For example, if a Student must complete one (1) three-hour Prerequisite Course before completing an Online Program and UL Lafayette's current undergraduate tuition for three (3) hours is \$850, AP Revenue for the Student for that semester would be \$425 plus 50% of the Revenue from the Online Program (for that semester), which UL Lafayette would remit to AP within thirty (30) days of the start of the semester.

D. Payment of Taxes. Each Party shall be responsible for any and all taxes due; however, any applicable sales tax due for services rendered shall be the responsibility of UL Lafayette.

E. Payment upon Termination. UL Lafayette acknowledges that a significant portion of AP's cost is incurred before a Student enrolls, and that AP's only method of cost recovery is through the continuing payments as a Student progresses through the Programs. AP acknowledges that a significant portion of UL Lafayette's cost is incurred as the program grows and the only way for cost recovery is through the continuing recruitment, retention, and support as a Student progresses through the Programs. Therefore, for each Student who AP secures the enrollment of during the Term of this Agreement, UL Lafayette shall continue to remit payments to AP for so long as the Student continues to take Programs at UL Lafayette, even if beyond the termination (for any reason) date of this Agreement. To allow AP to verify enrollments in the Programs, UL Lafayette shall continue to provide data feeds to AP containing all enrollments in the Programs and amounts billed. In addition, AP shall continue to provide standard retention services for these students as they progress through the Program as if still under contract, if beyond the termination (for any reason) date of this Agreement.

9. INDEMNIFICATION.

AP shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property proximately caused by AP, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that AP shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University. The University may, in addition to other remedies available to it at law or equity and upon notice to AP, retain such monies from amounts due AP to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

10. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FORESEEABLE, AND REGARDLESS OF THE CAUSE OF SUCH DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING THE FOREGOING, THE

LIMITATIONS ON AP'S LIABILITY SET FORTH IN THIS AGREEMENT (INCLUDING THIS SECTION 11) WILL NOT APPLY TO AP'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

11. WARRANTIES

Each Party represents and warrants to the other Party that (i) it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all requisite action on the part of such Party regardless of the value of this Agreement or the amount of Revenues generated hereunder; (iii) it is the sole and exclusive owner of all AP Material or UL Lafayette Material (as applicable) developed or has the license to use and sub-license any Intellectual Property owned by third parties and incorporated into such AP Materials or, and that, to the best of its knowledge, such AP Material or UL Lafayette Material and the use thereof in accordance with the license terms hereunder does not and will not infringe any third-party right and (iv) this Agreement has been duly executed and delivered on behalf of such Party.

12. TERMINATION

A. BREACH. If either Party materially breaches the terms of this Agreement and fails to correct the breach within 30 days after the non-breaching Party provides written notification, the non-breaching Party may terminate this Agreement.

B. THIRD PARTY INFRINGEMENT. If AP uses the UL Lafayette Material, or if UL Lafayette uses the AP Material, in any manner that exceeds the licenses granted to such Party herein, and fails to immediately cease said use within 30 days after being provided written notification of such unlicensed use, the other Party may immediately terminate this Agreement with written notice.

C. TERMINATION FOR CONVENIENCE: University may terminate the Contract at any time by giving written notice 180 days before the effective date of such termination. AP shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

D. TERMINATION FOR CAUSE: University may terminate this Contract for cause based upon the failure of AP to comply with the terms and/or conditions of the Contract; provided that University shall give AP written notice specifying AP's failure. If within thirty (30) days after receipt of such notice, AP shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then University may, at its option, place AP in default and the Contract shall terminate on the date specified in such notice. AP may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of University to comply with the terms and conditions of this Contract; provided that AP shall give University written notice specifying University's failure and thirty (30) days for University to cure the defect.

E. FISCAL FUNDING: The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

F. OBLIGATIONS UPON TERMINATION. AP agrees that upon termination or expiration of this Agreement, it will continue to provide ongoing Retention Support Services, as described in Section 2-F of this Agreement, for the Students enrolled in the Online Programs as of the date of Termination for the subsequent two years post-termination. Additionally, upon expiration or termination of this Agreement, UL Lafayette must cease all use of AP Material pursuant to Section 4 herein and return any AP Material in its possession to AP, provided that the license set forth in Section 4 shall survive expiration or termination of the Agreement. Additionally, AP must cease all use of UL Lafayette Material pursuant to Section 5 herein and return any UL Lafayette Material in its possession to UL Lafayette, provided that AP shall have the right to continue to use the UL Lafayette Material for the sole purpose of permitting Students then enrolled in the Program(s) to complete such Program(s). Notwithstanding the foregoing, AP may retain one copy of the UL Lafayette Material and UL Lafayette may retain one copy of the AP Material for quality assurance purposes.

13. GENERAL PROVISIONS

A. Operational Functions. In order to achieve optimal communication and operation functions, the Parties agree they will have ongoing and necessary communications, including at least one telephone conference per month with the Managing Director and two (2) on-campus, in person collegial meetings with administration individuals from UL Lafayette and personnel from AP each year.

B. Relationship Between the Parties. In connection with this Agreement, each Party is an independent contractor. Each Party 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 independent contractors and not as an agent or employee of the other Party. Neither this Agreement, nor any terms or conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship between the Parties.

C. 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 Louisiana. The 15th Judicial District Court in the Parish of Lafayette, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

D. Compliance with Board of Supervisors and Board of Regents' Rules and Regulations. The Parties intend that this Agreement conform to the Rules and Regulations and/or the Policies and Procedures promulgated by the Board of Supervisors for the University of Louisiana System and the Louisiana Board of Regents, and as amended from time to time (hereinafter collectively referred to as "Rules and Regulations"). Should any provision of this Agreement be determined to directly conflict with the provisions of the Rules and Regulations, the Parties will work together in good faith to modify such provisions of the Agreement in a mutually agreeable manner and all other non-conflicting provisions of this Agreement shall remain in full force and effect.

E. 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, Title IV of the Higher Education Act of 1965, 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 workers' 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 deductions, and any and all other taxes or payroll deductions required for all employees engaged by such 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. Each Party will comply with the Misrepresentation Rule as defined in Federal Statute: 20 U.S.C. 1094(c)(3)(A) & Federal Regulation: 34 C.F.R. 668.71 – 668.75. Each Party will comply with Federal Regulation: 34 C.F.R. 600.9 in regard to Distance Education. Each Party will agree to comply with approved changes to all applicable federal, state and local laws in regard to work supported by the Agreement should they change during the term of this agreement.

F. 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.

G. Equal Opportunity Workplace. The parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and by the requirements of the Americans with Disabilities Act of 1990. The parties agree not to discriminate in their employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by either, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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. Notices.

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
600 North Pearl Street
Suite 900
Dallas, Texas 75201
FAX: (214) 210-3997

With copy to:

Academic Partnerships, LLC
Attn: Legal Dept.
2200 Ross Avenue, Suite 3800
Dallas, Texas 75201
FAX No. (214) 438-4133

If to UL Lafayette:

The University of Louisiana at Lafayette
Attn: Dr. David Danahar, Provost
Martin Hall Room 231
Lafayette, Louisiana 70504

With copies to:

The University of Louisiana at Lafayette
Attn: Luke Dowden
Office of Distance Learning
PO Box 44328
Lafayette, Louisiana 70504-4328

The University of Louisiana at Lafayette
Attn: Dean Gail Poirrier
Dean, College of Nursing and Allied Health Professionals
VL Wharton Hall, Room 202
Lafayette, Louisiana 70504-4328

The Parties agree that they each may treat documents faxed by the other Party as original documents with the exception of the contract and amendments; nevertheless, either Party may require the other to exchange original signed documents.

J. 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 two (2) years after the cause of action has occurred.

K. 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.

L. 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).

M. Confidential Information. Each Party agrees that, except for the purpose of performing its obligations in accordance with the terms of this Agreement, it will not use or disclose to any third party any business or technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential ("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, at the disclosing Party's expense, in the disclosing Party's efforts to obtain such order or protection.

N. 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 if the Excusable Delay of the non-performing Party continues for more than 90 days.

O. Entire Agreement. This Agreement and any Exhibits and Addenda hereto constitute the complete agreement between the Parties with respect to the subject matter of this Agreement and supersede all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning such subject matter. Neither this Agreement nor an Exhibit or Addendum may be modified or amended except in 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. The following Sections shall survive the expiration and termination of this Agreement: 3(G), 4, 5, 6, 8, 9, 10, 11, 12 and 14.

No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by University.

P. 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 assign, delegate, transfer, or otherwise convey this Agreement or any of its rights hereunder, to any other entity without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be void. Notwithstanding the foregoing, AP may assign, delegate, transfer, or convey this Agreement to a successor third party who obtains control over AP through sale or merger, so long as that successor third party agrees to assume and perform all of AP's duties and obligations under this Agreement.

If such an assignment occurs through sale, merger, or any other change in control of AP, the AP assignee shall assume all of the duties and obligations of AP under this Agreement and notice of such change in control shall be given to UL Lafayette within 30 days from the date of such assignment. Should AP be unable to secure the necessary regulatory approval, then UL Lafayette shall have the right to terminate the Agreement upon completion of the Programs underway at the time of AP's attempted assignment. If such assignment is made on behalf of AP to a company that is not affiliated with AP, AP shall provide UL Lafayette notice of such assignment as set forth above; however, if UL Lafayette makes a good faith determination within 30 days of AP's notice of assignment that such assignee is not a viable provider of services set forth herein or is a competitor of UL Lafayette for online Programs, UL Lafayette may terminate the Agreement by delivering six months written notice thereof.

Q. Right to Audit. It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of AP which relate to this contract.

R. Remedies. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA. R.S. 39:1672.2 -1672.4.

S. Subcontractors. The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the University for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

ACADEMIC PARTNERSHIPS, LLC

UNIVERSITY OF LOUISIANA AT LAFAYETTE

Signature: 

*cdt
mco*

Signature: 

Name: Jeff Dawson

Name: Dr. E. Joseph Savoie

Title: Chief Financial Officer

Title: President

Date: 11/30/16

Date: 12/8/16

ADDENDUM A

This Addendum A (**Addendum**) dated as of January 1, 2017 is a supplement to that certain Service Agreement (**Agreement**) dated as of January 1, 2017 between Academic Partnerships, LLC (**AP**), and the University of Louisiana Lafayette (**UL Lafayette**) and is fully incorporated therein.

PROGRAM AND/OR DEGREE	START DATE	AP REVENUE PERCENTAGE
RN to BSN (1 Concentration)	Ongoing	50%
MBA (General*)	June 2017	50%
MBA in Healthcare Administration*	June 2017	50%
MBA in Human Resources*	June 2017	50%
MBA in Finance*	June 2017	50%
MBA in Project Management*	June 2017	50%
MBA in International Business*	June 2017	50%
MBA in Entrepreneurship*	June 2017	50%
MBA in Sales Leadership*	June 2017	50%



*These Online Programs are subject to change upon mutual agreement of the Parties.

If UL Lafayette receives an open records request for this information, it shall follow the applicable provisions of its state's open records law in regards to notifying AP of the request and seeking a ruling by its state's Attorney General or other open records authority regarding its confidentiality.

ACADEMIC PARTNERSHIPS, LLC

UNIVERSITY OF LOUISIANA AT LAFAYETTE

Signature:  _____

 Signature:  _____

Name: Jeff Dawson _____

Name: Dr. E. Joseph Savoie _____

Title: Chief Financial Officer _____

Title: President _____

Date: 11/30/16 _____

Date: 12/8/16 _____

EXHIBIT 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

EXHIBIT B
(UL Lafayette Trademarks)

1. University of Louisiana at Lafayette
2. UL Lafayette LOGO
3. UL Lafayette