MASTER SERVICE AGREEMENT

This Service Agreement (Agreement) is entered into by and between Academic Partnerships, LLC, a Delaware limited liability company (AP), and Northern Kentucky University (the University) as of May 15, 2017 (the Effective Date). AP and the University are sometimes referred to in this Agreement each as a Party, and collectively as the Parties.

Recitals Incorporated Into Agreement

A. The University offers courses and degree programs at the undergraduate, graduate and postgraduate level as well as other courses and programs;

B. AP provides services to universities to enable them to offer such courses, degree programs and other programs online;

C. Subject to the terms and conditions set forth herein, the University desires to engage AP to provide such services with regard to the mutually agreed to courses, degree programs and other programs (as set forth in the attached Addendum[s]) (jointly called Online Programs and inclusive of all prerequisite and co-requisite courses unless otherwise provided in a particular Addendum) (participants in Online Programs are Students).

I. AP Obligations

AP shall have the following obligations, which it shall fulfill through its own efforts as well as through efforts of its agents and affiliates as to each of which AP shall ensure compliance by them with the terms and conditions of this Agreement:

A. Marketing, Recruiting, and Promotion. AP shall be the exclusive third-party marketer of the Online Programs and will market the University and its Online Programs using a variety of means as determined by AP.

B. Program Development, Support and Implementation. AP’s implementation team will work with the University to launch the University’s Online Programs. AP’s implementation support services will include:

(1) an integration team that works with the University’s personnel from key departments;

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

(3) development of a “Program Guidelines” document;

(4) cross-functional project management services, including development of a project plan to drive program implementation activities.

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

(1) assistance with program-level planning, course mapping, and course conversion of Online Programs into an electronic format;

(2) assisting University 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 dedicated team of ESRs to contact potential Students while retaining the ability for AP to adjust resources based on business needs;

(3) providing a toll free number and website for prospective Students;
(4) recruiting in compliance with the academic standards of the University and regulatory requirements; and

(5) informing potential Students of the Program characteristics and referring potential Students to the University regarding financial aid and/or academic questions. In performing recruiting activities, ESRs shall use such marketing and promotional materials as deemed appropriate by AP and as are provided by or approved by the University in accordance with this Agreement, and AP is entitled to rely on the accuracy of any such materials.

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, 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 the University's regional accreditor.

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

(1) inform applicants of University 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 the University; and
(5) refer Students to appropriate University resources if there are further questions about the Online Program(s).

F. Student Support Services. ESRs will provide Student support and retention services, including, but not limited to the following:

(1) following up with Students periodically through graduation;
(2) referring Students to University resources if academic questions persist;
(3) welcoming new Students and providing upcoming registration dates and/or deadlines;
(4) re-engaging inactive Students;
(5) reminding Students of upcoming start dates, registration deadlines and payment deadlines.
(6) providing University with monthly reports regarding the frequency of contact with, and the identity of, such Students.

G. Canvas. AP recommends Canvas as the preferred learning management system, but the University may use the learning management system of its choice. If the University elects to use Canvas, AP will fund the University's use of the Canvas learning management system for the Online Programs for the duration of this Agreement. During the term of this Agreement, the University will receive any and all software updates or new releases AP receives from Canvas. Specifically, AP will fund the Canvas usage fees, Premium Support (as defined by Canvas), and administrative and instructor training. Any additional services and customization the University wishes to receive must be negotiated directly with Instructure (the Canvas Provider). Additionally, if University chooses to use Canvas for other programs not covered by this Agreement, the University, as a partner of AP, will receive preferential pricing from Canvas. To receive Canvas from Instructure, the University must enter into a master subscription services agreement with Instructure as soon as reasonably practicable following the execution of this Agreement.
Upon entering into a master subscription services agreement with Instructure, the University shall take the necessary steps in conjunction with Instructure to integrate the University into the Canvas environment. The University shall use commercially reasonable efforts to complete such integration with the necessary support of AP within one hundred and eighty days after the effective date of this Agreement.

If the University desires to host a Massive Open Online Course (MOOC) on the Canvas Open Network, Instructure will provide support on the Canvas Open Network at no additional charge to the University if the University enters into a memorandum of understanding with Instructure specifically for this purpose.

II. **Data Protection.** AP shall use commercially reasonable efforts to ensure the data provided by University to AP or its agents, affiliates or strategic partners is not re-disclosed or otherwise breached. For any data shared that is subject to the regulations of the Family Educational Rights and Privacy Act (FERPA), (34 CFR Part 99), AP shall comply with the requirements of FERPA and corresponding state law.

I. **Instructional Design Support.** AP shall provide University with instructional design Support to help enable course conversions to occur on the schedules contemplated by this Agreement and any Addendum. AP will identify those instructional design personnel dedicated to supporting University in this regard. In addition, AP will provide University with a course refresh schedule for each Online Program established under an Addendum. University will also designate an instructional design support liaison at the University to partner with AP in supporting faculty in course conversions.

J. **Faculty Support and Training.** AP shall provide University with a faculty support and training program, including initial on-board training of new faculty and periodic professional development opportunities for faculty teaching any course in an Online Program.

II. **University Obligations**

The University 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, the University has the following obligations:

A. **Marketing Deliverables.**

1. University shall deliver to AP its branding and style guidelines, as identified in Exhibit B, to be used by AP in marketing and recruiting associated with the Online Programs and hereby grants the right to AP to use its intellectual property (including to represent the University in forming affiliate relationships and related promotions without necessarily referencing AP) referenced in Section IV and Exhibit B in performance of the AP Obligations strictly in accordance with University’s brand and marketing guidelines as in effect from time to time as provided to AP by the University;

2. Annually, the University shall approve the marketing plan under which AP will operate for the coming year. Quarterly, the Parties will update the marketing plan, as necessary;

3. University shall allow AP and/or its agents or affiliates to use the University web domain for marketing (i.e., http://online.universityname.edu or http://degree.universityname.edu) and host those subdomains for ease of maintenance and updates; and

4. University shall work collaboratively with AP to develop an alumni marketing communications strategy within 90 days after the Effective Date; and

5. University shall ensure that AP is its exclusive marketer and promoter with regard to the Online Programs.
B. Regulatory Approvals, Accreditations, and Licenses. The Parties agree that AP is relying on the University’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, the University shall fulfill its obligation to determine if it is required to obtain any type of approval, authorization, certificate, or license to deliver online instruction, market degree programs, or recruit Students. If the University determines that it or its agents are required to obtain any sort of approval, authorization, certificate, or license in a state, then the University shall obtain all such necessary approvals and shall communicate them to AP in a timely manner.

2. Informing AP of Obtained Approvals. The University shall inform AP as to which states’ residents the University is legally authorized to enroll Students, what types of marketing and recruitment activities it has obtained approval for, and in which locations such approvals have been obtained.

C. Financial/Business Oversight. The University will oversee the financial management of the Online Programs.

D. Intellectual Property. The University will not remove, deface, or obscure any of AP’s or its agents or affiliates’ copyright or trademark notices and/or legends or other proprietary notices associated with AP or its agents or affiliates.

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. Additionally, AP may share such data with its strategic partners, specifically AspirEDU, Inc., Zoom Video Communications, Inc., and Instructional Connections, LLC, in order for AP to improve retention efforts and enhance AP’s other services. All strategic partners receiving data from AP will be bound by same FERPA requirements as AP.

F. Competing Programs. The University agrees that for the duration of this Agreement it will not offer any similar and/or competing online program(s) to the Online Programs that are represented by AP.

G. Program Characteristics. To the extent permitted by applicable law, regulation, contract or accrediting requirements, University will assure that:

1. its tuition and fees for the Online Programs are market-competitive, as reasonably determined by University and taking into account the views of AP;
2. the Online Programs are in an accelerated format according to a mutually agreed schedule;
3. there shall be at least six program starts per year (prorated where applicable) per Online Program;
4. the University shall work in good faith toward obtaining approval in as many jointly identified states with AP as soon as reasonably practicable; and
5. the University shall work collaboratively with AP and establish parameters in conjunction with the annual marketing plan to offer promotions, including offering special scholarships and discounts to affiliate partners.

III. License Grants by the Parties

A. During the Term of this Agreement, AP grants the University a limited, nonexclusive license to use AP’s intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, and know-how, for the specific and limited purpose of marketing and
promoting the Online Programs. Exhibit A lists the initial AP trademarks that AP expects to be used under this Agreement.

B. During the Term of this Agreement, the University grants AP a limited, nonexclusive license to use the University’s intellectual property, including but not limited to its trademarks, logos, websites, marketing materials, pictures (of faculty, the University, and its students and alumni, as currently used from time to time by the University for such purposes in relation to students not enrolled in Online Programs), and know-how, but excluding all course content and master courses, for the specific and limited purpose of marketing and promoting the Online Programs. Exhibit B lists the initial University trademarks that the University expects to be used under this Agreement.

C. Agents and/or Affiliates. AP is hereby given the right, subject to the applicable terms of this Agreement, to allow its agents and/or affiliates (e.g. specialized providers of niche services such as digital marketing and operational suppliers) to utilize the University materials where appropriate in AP’s reasonable discretion to meet its obligations to the University and exercise its rights under this Agreement.

D. Ownership of Contributed Materials. AP and the University each retain all ownership and intellectual property rights in the material they each contributed.

E. Ownership of Developed Materials. 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 to otherwise in writing.

F. In the event that some or all of the materials provided by either Party is held or is believed by the other Party to infringe third party rights, the alleged infringer shall have the option, at its expense to: (a) modify the materials to be non-infringing; or (b) obtain a license from the third party to continue using that portion of the materials that is infringing the rights of such third party. If it is not commercially feasible to perform either of the above options, then that Party may require the other to return the infringing materials and all rights thereto.

IV. Regulatory Law and Changes

Regulatory Compliance. Each Party will comply with all local, state and federal laws, rules and regulations applicable to it in connection with the design, implementation, marketing and offering of Online Programs. The Parties acknowledge that regulations may be imposed by regional or programmatic accreditors having jurisdiction over either Party or the Online Program, or by federal, state, or local regulators, in either case having an adverse impact on the ability of either or both Parties to recruit and retain students. Each Party will notify the other Party as soon as any such regulations have become known and if necessary agree to negotiate in good faith to adjust their obligations under this Agreement accordingly.

V. Termination of Agreement

This Agreement may be terminated by a Party (Terminating Party) prior to the expiration of the then current term upon the occurrence of an "Event of Default" affecting the other Party (the Terminated Party).

An "Event of Default" will include one or more of the following: (i) failure by a Party to timely perform any material obligation under this Agreement after requisite notice and opportunity to cure as elsewhere provided for herein, including, but not limited to the timely payment of fees due hereunder; or (ii) either Party (a) files a petition in bankruptcy or for the approval of a plan of reorganization under bankruptcy laws or similar laws, or any involuntary petition in bankruptcy

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or plan of reorganization is filed against either Party and is not dismissed within 60 days; (b) is unable to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; (d) files a petition or applies for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (e) consents, approves of, or acquiesces in the appointment of a receiver, custodian or trustee for all or a substantial part of its assets; (f) is adjudicated a bankrupt; (g) becomes insolvent; or (h) ceases doing business as a going concern (all such events being defined as a "Bankruptcy Event").

Upon the occurrence of an Event of Default, the Terminating Party may give written notice of termination to the Terminated Party identifying in reasonable detail the nature of the Event of Default. The Terminated Party will have sixty (60) days from receipt of such written notice to correct in all material respects the Event of Default; provided, however, if the Event of Default consists of failure to pay outstanding sums required under this Agreement, then the defaulting party will have only thirty (30) days from the date of receipt of the written notice to cure such Event of Default. Notwithstanding the foregoing, if the Terminated Party exercises its best efforts to timely commence cure following receipt of written notice of any non-monetary default, but is unable to complete such cure within the appropriate cure period for reasons not solely within its control, then the Terminating Party will extend the time to cure for a period of time which is reasonable under the circumstances, not to exceed ninety (90) days. If the Terminated Party timely cures the Event of Default, then the notice of termination will be ineffective. If the Terminated Party does not timely cure the Event of Default, then this Agreement will be terminated upon the expiration of the appropriate cure period (Termination Date). If the Event of Default is a Bankruptcy Event, no notice of termination will be required and the Termination Date will occur on the date of the Bankruptcy Event.

Provided the Agreement has not been terminated by reason of a material breach by AP, the Parties will continue to satisfy their respective obligations under this Agreement until all students currently enrolled in Online Programs at the time of termination have completed the courses they are currently enrolled in (or until such other applicable teach-out legal obligations have been satisfied) and for which they have paid all fees and expenses required therefore prior to the effective date of the termination.

VI. Term and Right of First Offer
   A. Term. The original term of this Agreement shall commence on the Effective Date and end on the eighth (8th) anniversary of the first Launch Date of an Online Program (Launch Date is defined as the first day instruction begins for Students enrolled in an Online Program), unless terminated earlier hereunder. The original term and any successor term shall automatically renew for five (5) year periods, unless either Party gives written notice to the other Party of its desire to terminate the Agreement at least 270 days before the expiration of the then current original term or successor term. To the extent that one or more Addendum(s) to this Agreement is entered into for a new Program, the term of such Addendum(s) shall not extend beyond the original term of this Agreement.

   B. Right of First Offer. During the term of this Agreement, if the University decides to use a third-party service provider to provide services similar to those in this Agreement for online programs other than those listed in any executed Addendum, the University will first offer the right to exclusively negotiate an Addendum for the new Programs to AP. If AP and University negotiate in good faith but cannot reach an agreement within sixty (60) days from the date of the first offer, University is free to contract with another service provider solely for online programs not listed in any executed Addendum.

VII. Payment and Taxes

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Northern Kentucky University
A. AP Payment. The University will collect all Revenue (defined to mean all tuition and related fees charged to Students for the Online Programs, after any promotional scholarships or discounts) as of the end of the applicable drop/add period and will remit to AP an amount equal to the product of multiplying the applicable AP Revenue Percentage identified in each Addendum times Revenue as specified in AP’s invoice to University. Such amount shall be due and payable to AP within thirty (30) days after receipt of such invoice. In the event no percentage is noted in an Addendum the default percentage shall be 50% of Revenue.

B. Taxes. Each Party will be responsible for all taxes due on their portion of Revenues received.

C. Payment Upon Termination. The University 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 Online Programs. Additionally, the University recognizes that the nature of this Agreement and its payment schedule necessitates that a portion of the amount earned by, and owed to, AP be remitted after termination or expiration of the Agreement. Therefore, in addition to the payments described in Section VII-A of this Agreement, upon expiration or termination of this Agreement for any reason, the University shall continue to remit payments to AP for so long as any Student enrolled in the Online Programs continues to take courses in the Online Programs, even if beyond expiration or termination of this Agreement, for up to a maximum period of thirty-six months.

VIII. Indemnification

A. AP. AP will defend and indemnify the University, to the extent permitted by applicable law, against any loss, claim, expense or damage caused by AP’s actions hereunder provided that: (a) the University notifies AP in writing within thirty (30) days of acquiring knowledge of such loss, claim, expense or damage; (b) AP has sole control of the defense and all related settlement negotiations; and (c) the University provides AP with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the University in providing such assistance will be reimbursed by AP.

B. University. The University will defend and indemnify AP, to the extent permitted by applicable law against any loss, claim, expense or damage caused by the University’s actions hereunder provided that: (a) AP notifies the University in writing within thirty (30) days of acquiring knowledge of such loss, claim, expense or damage; (b) the University has sole control of the defense and all related settlement negotiations; and (c) AP provides the University with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by AP in providing such assistance will be reimbursed by the University.

IX. LIMITATION OF LIABILITY
NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE CONTEMPLATED IN THIS AGREEMENT.

X. Warranties

A. Authority. Each Party warrants that it has the authority to execute and deliver this Agreement and perform its obligations hereunder, that entry into this Agreement has been duly authorized by all necessary action, and that entry into this Agreement does not and will not violate any laws, rules or regulations to which such Party is subject or violate any agreements by which such Party is bound.

B. Ownership of Materials Provided. Each Party warrants to the other that it is the sole and exclusive owner of the provided materials or has the license to use and sub-license any
intellectual property owned by third parties and incorporated into such materials, and that, to the best of its knowledge; such materials do not infringe any third-party rights.

XII. Additional Obligations Upon Termination.
In addition to any other obligations identified in this Agreement which extend beyond, or begin at, expiration or termination of this Agreement, both parties shall cease all use of the other’s provided materials and return any such material in its possession to other Party.

XIII. Mutual Non-Disparagement.
Each Party agrees to take no action which is intended, or would reasonably be expected, to harm the other Party or the other Party’s reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the other Party.

XIV. 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. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

B. Mutual Non-Disparagement. The University and AP agree to make no statement, whether written or oral, about the other Party which could reasonably be expected to adversely affect the other Party’s perception or reputation.

C. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

D. Dispute. If a Party breaches this Agreement and does not cure within the proper period then the Parties shall submit the matter to mediation under an agreed mediator within sixty (60) days of the deadline for cure. If, after the Parties used their best efforts to resolve the dispute through mediation, a Party may submit such matter to any state or federal court of competent jurisdiction sitting in the Commonwealth of Kentucky.

E. 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 certified mail or actually received to:

If to AP:

Academic Partnerships, LLC
Attention: Finance Department
600 North Pearl Street
Suite 900
Dallas, Texas 75201

With copy to:

Academic Partnerships, LLC
Attn: Legal Dept.
2200 Ross Avenue
Suite 3800

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Northern Kentucky University
Dallas, Texas 75201

If to the University:

Northern Kentucky University
Provost, Sue Ott Rowlands
Nunn Drive
Highland Heights, KY 41099

The Parties agree that they each may treat documents faxed and/or email attachments and/or a
signature sent electronically by the other Party as original documents; nevertheless, either Party
may require the other to exchange original signed documents.

F. Severability. Except as otherwise provided in this Agreement, 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.

G. 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 years after the cause
of action has occurred.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which,
when executed and delivered, shall be an original, and all the counterparts together shall
constitute one and the same instrument.

I. Confidential Information. Each Party agrees that it shall not 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 (Confidential Information). The obligation of
confidentiality shall not apply to information which: (a) is or becomes part of the public
domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to
others without restrictions on use and disclosure; (c) 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; (d) is disclosed with prior written
approval of the disclosing Party; (e) is independently developed by the receiving Party
without the use of any Confidential Information; (f) is previously known to the receiving
Party on a non-confidential basis; or (g) is required by court order (other legal process) 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.

J. 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 or act of government, or any
other event beyond the reasonable control of that Party (an Excusable Delay).

K. Entire Agreement. This Agreement, together with any documents referred to in it
constitutes the entire agreement and understanding between the Parties and
supersedes any previous agreement between them relating to the matters set forth
herein. The Parties may refer to the request for proposal provided to AP by
University, any addenda to such request for proposal and AP’s response to such
request for proposal (such materials collectively being RFP Materials) to determine
applicable terms of the RFP to which AP previously agreed or to clarify an ambiguity in this Agreement. If a conflict exists between the provisions of this Agreement and the provisions contained in any RFP Materials, the provisions of this Agreement shall prevail.

I. 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. Either Party may assign this Agreement upon providing written notice to the other Party, provided, however, that in the case of a purported assignment by AP of this Agreement, AP and the party to which AP wishes to effect such assignment will provide NKU with reasonable written assurances and supporting data that (a) it will receive levels of marketing, support and other services from the purported assignee no less than those it has received from AP under this Agreement and (b) if the purported assignee is not then operating in the U.S. higher education sector, that it will invest the necessary type and scope of resources to ensure that NKU continues to receive an overall level of support under this Agreement no less than it has received from AP prior to such assignment.

M. Variation. No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

N. Survivability. The following Sections shall survive the expiration and termination of this Agreement: I-H, V, VII, VIII, IX, X, XII, XIII, and XIV.

ACADEMIC PARTNERSHIPS, LLC

Name: Jeff Dawson
Title: Chief Financial Officer
Date: 5/10/17

NORTHERN KENTUCKY UNIVERSITY

Name: Sue Ott Rowlands
Title: Provost and Executive Vice President for Academic Affairs
Date: 5/8/17

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Northern Kentucky University
ADDENDUM A

This Addendum A (Addendum) dated as of May 15, 2017 is a supplement to that certain Service Agreement (Agreement) dated as of May 15, 2017 between Academic Partnerships, LLC (AP), and Northern Kentucky University (the University) and is fully incorporated therein.

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<th>PROGRAM AND/OR DEGREE</th>
<th>START DATE</th>
<th>AP REVENUE PERCENTAGE</th>
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This Addendum contains trade secrets and commercial and financial information that are confidential and therefore may not be disclosed to any third party. If the University 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
Signature: [Signature]
Name: Jeff Dawson
Title: Chief Financial Officer
Date: 5/10/17

NORTHERN KENTUCKY UNIVERSITY
Signature: [Signature]
Name: Sue Ott Rowlands
Title: Provost and Executive Vice President for Academic Affairs
Date: 5/8/17

MASTER SERVICE AGREEMENT – Addendum A
Northern Kentucky University
EXHIBIT A
(AP Trademarks, including those of its affiliates)

1. ACADEMIC PARTNERSHIPS, LLC
2. ACADEMIC PARTNERSHIPS
3. AP
EXHIBIT B

(University Branding and Style Guidelines)

The branding and style guidelines can be found at the following URL: http://brand.nku.edu/visual.html

If the University alters its branding and style guidelines, it shall update this site accordingly or provide notice to AP of the new site for AP to utilize.