

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter the "Agreement") is entered into by and between **Keypath Education, LLC** ("Keypath") and **The Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University** ("University"), (collectively, the "Parties" or singularly, the "Party") as of, and effective the last date signed ("Effective Date").

WHEREAS, Keypath provides academic program management services, which include, but are not necessarily limited to, research, course development, program design, academic services, marketing, recruitment services, student and faculty support, and career services that support programs for higher education (the "Keypath Services");

WHEREAS, the University is an educational institution which has certain expertise in a wide range of educational disciplines and subject matter; and

WHEREAS, the University wishes to retain Keypath to provide the services described in, and subject to this Agreement.

NOW THEREFORE, the Parties agree as follows:

SECTION 1: DEFINITIONS

1.1 **Definitions.** For the purposes of this Agreement, the following definitions shall apply:

1.1.1 "Academic Director" means the representative from the University charged with overseeing and administering the performance of the University's obligations under this Agreement, including the delivery of Content to Keypath.

1.1.2 "Claim" means any action, claim, demand, proceeding, loss, damage, cost, fine (whether criminal or civil), expense and other liability of whatever nature (whether foreseeable or contingent or not) including the costs of investigation, litigation, settlement, judgement, award, interest and penalties or otherwise, arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or otherwise suffered, incurred or sustained, including court and reasonable legal costs and other professional costs and expenses.

1.1.3 "Confidential Information" means information that is identified as "confidential" either verbally or in writing at the time of disclosure, or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to, business, commercial, Intellectual Property, financial, personnel, administrative, strategic planning and student information. Confidential Information will include, at a minimum: (i) all information protected by FERPA and/or Title IV of the Higher Education Act (as amended), and (ii) Intellectual Property. Confidential Information does not include information: (1) that was known by the receiving Party, as shown by written documentation, other than as a result of a prior confidential disclosure to such Party; (2) that is in the public domain through no fault or omission of the receiving Party; (3) that is obtained from a third party free from any obligation of confidentiality to the disclosing Party; (4) that is created or developed by the receiving Party, without use of the Confidential Information of the disclosing Party, by persons who did not have access to the disclosing Party's Confidential Information; or (5) is required by law or legal process to be disclosed to a third party.

1.1.4 "Content" means the descriptive attributes of a collection of university courses, such as course descriptions, course sequences, intended learning outcomes, and course topics, that constitute an area of specialization as well as units of learning, usually defined by expected outcomes, including syllabi, assignments, tests, notes, presentations and examples created for classroom and learning programs that are used to deliver Courses.

1.1.5 “Course” means an academic or training delivery framework developed by Keypath with a set of assignments and activities within a Program developed pursuant to this agreement that is designed to fulfill a particular set of learning objectives within a specified period of time.

1.1.6 “Faculty” means the University employees who shall instruct, teach, and directly administer each Course.

1.1.7 “FERPA” means the Family Education Rights and Privacy Act of 1974 (as amended).

1.1.8 “

1.1.9 “Intellectual Property” shall mean and include: (i) all trademark rights, logos, trade dress, service marks, trade names and brand names, all registrations and applications thereof and all goodwill associated with the foregoing; (ii) all copyrights, copyright registrations and copyright applications, and all other rights associated with the foregoing and the underlying works of authorship; including moral rights and all similar rights to protect or preserve the integrity of a work or to be associated as the author of a work; (iii) all patent rights, patents and patent applications, and all international proprietary rights associated therewith; (iv) all industrial designs, integrated circuit topographies, mask works and mask work registrations; and, (v) all improvements, enhancements, inventions, so-called "look & feel", graphic design elements, graphic user interface, order of operations, order of Content presentment and related configuration, ideas, concepts, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights.

1.1.10 “Marketing Materials” means: (i) all student data and information collected in the marketing database as a result of Keypath's marketing activities, excluding admissions data and information related to the students admitted to the university; (ii) all marketing copy, slogans, art work and related materials associated with the Program marketing materials that are created and developed by Keypath; and (iii) all web sites and web site content created and developed by Keypath for the marketing effort of the Programs.

1.1.11 “Keypath's Intellectual Property” means all Intellectual Property that is combined or associated with, or incorporated into (or that is any part of) the Courses or otherwise a part of a Program, whether originally conceived, created, developed, authored, or otherwise owned by Keypath or by its affiliates, subsidiaries, licensors, including, but not limited to, Program delivery components, such as flash, media course structure, instructional design and multimedia development, and Marketing Materials.

1.1.12 “Program” means a program pursuant to one or more Program Term Sheets, and the associated Courses to be conducted by Keypath and/or the University pursuant to this Agreement.

1.1.13 “Program Term Sheet” shall mean the existing or future document that specifies each Program, and the associated terms, conditions and requirements, which the Parties wish to undertake pursuant to this Agreement, and that includes the number of courses that they wish to undertake as a part of each Program, the general form and content subject matter of which shall be specifically set out in Schedules to be attached to this Agreement, each of which shall be expressly incorporated by reference herein and form part of this Agreement.

1.1.14 “Service Fees” means the service fees paid to Keypath by the University for the services performed by Keypath, set out in greater detail in the applicable Program Term Sheet.

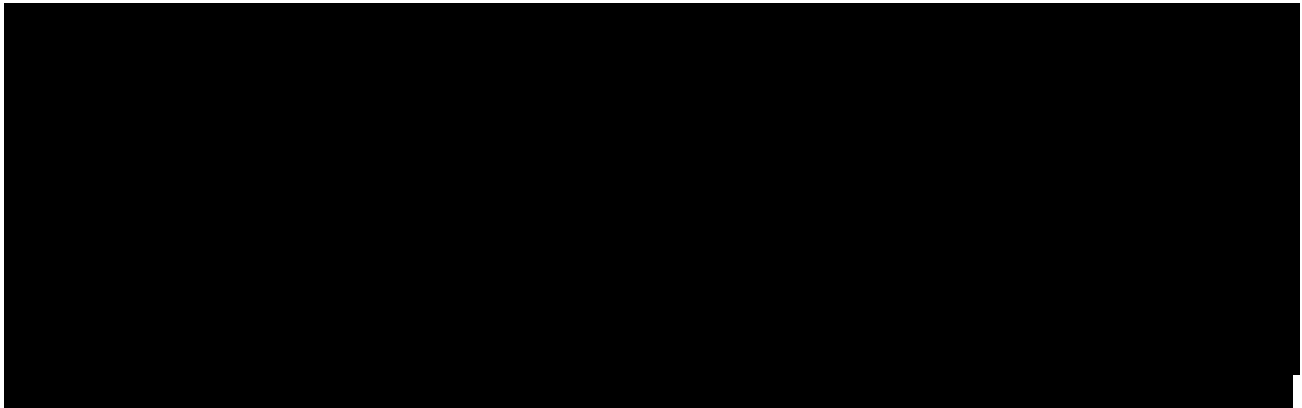
1.1.15 “Territory” shall mean all geographic locations worldwide, as well as worldwide delivery of all services through the internet.

1.1.16 “Term” means the term of this Agreement as set out in Section 8.1, and includes the initial term and any renewal term.

1.1.17 “Third Party Intellectual Property” means the Intellectual Property of a third party subject to a license executed between University and the third party for technology, software or other works or materials, that is included in the Content or is otherwise provided by University so that Keypath may provide the Keypath Services.

1.1.18 “University's Intellectual Property” means all Intellectual Property (as defined in subsection 1.1.9) and derivative works therefrom, including the Content provided by University pursuant to this Agreement and any Program Term Sheet so that Keypath may provide the Keypath Services, whether used or otherwise included in any Course developed by Keypath or by its affiliates, but not including Third Party Intellectual Property.

1.2 Program Term Sheets.



SECTION 2: KEYPATH OBJECTIVES, DUTIES AND RESPONSIBILITIES

Keypath shall be responsible for and shall provide at its sole cost and expense (unless otherwise indicated in this Agreement or a Program Term Sheet) the following:

2.1 Research. Keypath will conduct an institution and program assessment to evaluate the University’s current capabilities and the long term expansion viability for the program.



[REDACTED]

2.3

[REDACTED]

2.4 Academic Services. The University and Keypath agree they shall work together and reasonably assist each other in the collaborative and joint development of effective course delivery models to provide students with an efficient, cost effective path to graduation.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.8 Career Planning. Keypath will help students develop comprehensive online portfolios to showcase their projects and develop a network of peers in the academic and business world. The online portfolio solution will help enhance learning, encourage student engagement and support student retention efforts.

2.9 Permissions. Keypath represents, warrants and covenants that the performance of Keypath's

obligations under this Section 2 shall not infringe, breach, contravene, or otherwise misappropriate any Intellectual Property of third parties.

SECTION 3: UNIVERSITY OBJECTIVES, DUTIES AND RESPONSIBILITIES

The University shall be responsible for and shall provide at its sole cost and expense (unless otherwise indicated in this Agreement or a Program Term Sheet) the following:

3.1 Program Term Sheet.

3.1.1 The University and Keypath shall use their reasonable efforts, on an expedited basis and in good faith, to propose, discuss, settle, agree to, execute and deliver such Program Term Sheets as may be required after the Effective Date to more particularly define the Program(s) that shall be subject to this Agreement, including all associated Course and Content requirements and specifications.

3.1.2 Once each Program Term Sheet is agreed upon by each of the Parties, each Program Term Sheet shall be signed by the Parties and shall become a part of this Agreement.

3.2 Content and Curriculum. The University will be solely responsible for the development and timely delivery to Keypath of all Content for the Courses. Academic programming and curriculum matters for all Programs shall be the University's exclusive responsibility, and the University will make all decisions concerning each course's curriculum and Content. The University shall exercise control over, and be exclusively responsible for, the Content and quality of the curriculum of the Program. The University agrees that it shall undertake an annual review of each Course and that it shall provide all reasonably required improvements, revisions, additions, deletions and curriculum refreshment that may be required (whether due to information currency, discipline development, or any other reason related to Course quality and completeness).

3.3 Faculty. The University will be responsible for the review of credentials, appointment and coordination of Faculty. The University acknowledges the close relationship of the quality of the Faculty and Content with the success of each Program, and the University agrees that all Faculty shall have the experience, qualifications and expertise to perform their respective obligations in connection with each Course they are associated with and that the care, quality and performance of each Faculty shall be of a reasonably diligent and professional quality that is consistent with faculty standards associated with professional accreditation. For greater certainty, employment or retainer (including all remuneration, benefits, statutory deductions and remittances) with respect to Faculty (and other employees or independent contractors of the University) are the sole responsibility of the University.

3.4 Academic Credit and Degree. The University shall be responsible for assessing and granting all Program accreditations, such as Course credits and degrees, to students whom the University determines have successfully completed a Program and who otherwise satisfy the necessary academic criteria established by the University for such accreditation. For greater certainty, all Course and Program student evaluations, performance assessments, and accreditation entitlements shall be the responsibility and at the discretion of the University.

3.5 Admissions. The Academic Director is responsible for determining the student capacity of the Program, including the number of students to be admitted, and the number of Course sections offered, in order to maintain the academic quality of each Course and the Program. The University shall be responsible for all decisions regarding each Course's student admission and registration criteria.

3.6 Records. The University will have the sole duty and responsibility to maintain all academic records in accordance with its existing contractual obligations with students, the University's policies and practices, and in compliance with all applicable laws and regulations. Upon the University's request, Keypath shall promptly provide the University with any academic records concerning this Agreement that are in

Keypath's possession or under its control.

3.7 Licenses; Third Parties. Without limiting Section 9 hereof, the University shall obtain and shall take all actions necessary to maintain, at its own expense, any authorizations, approvals, consents, permits and licenses from third parties that are necessary for University to perform its responsibilities under this Agreement, as required for Keypath to carry out its responsibilities to access, display, develop, deliver, manufacture, use, host, and commercialize the Content and otherwise provide the Keypath Services as contemplated by this Agreement, including the procurement of all information technology, Intellectual Property concerning the Content and Third Party Intellectual Property that are required for Keypath to provide the services detailed in Section 2, above. Subject to the confidentiality obligations set forth herein, the University shall promptly provide to Keypath, upon Keypath's reasonable request, material information regarding the University's agreements with third parties that directly affect the Program and/or Keypath's rights to have access to, host, or to otherwise possess or use such things. The University shall promptly disclose to Keypath any Intellectual Property rights of Faculty associated with any Course (including Content) of which it becomes aware and which may adversely affect the ability of either Party to perform its obligations under this Agreement. Without limiting the foregoing, the University shall ensure that it has secured, in writing, all right, title and interest (whether by license or otherwise) from all Faculty for the University and Keypath to use the Content that is associated with each Course for the purposes of this Agreement. The University represents, warrants and covenants that it has or will secure all third party consents, authorizations, permissions, approvals and licenses concerning the Content and any Third Party Intellectual Property, and that such Content and any Third Party Intellectual Property provided to Keypath does not or will not infringe upon the Intellectual Property rights of any third party.

SECTION 4: LICENSE

4.1 License to Keypath. The University hereby grants to Keypath for the Term of this Agreement a personal, royalty-free, non-transferable (except as otherwise permitted pursuant to this Agreement), non-exclusive license to use, modify, revise, augment, create derivative works of, develop, produce, reproduce, manufacture, distribute, host, perform, display, promote, advertise sell and otherwise exploit anywhere in the Territory, the Content and Third Party Intellectual Property (and all other goods, things, information and information technology that the University shall provide Keypath pursuant to each Program Term Sheet) solely for the purposes of this Agreement, including the hosting of Program, and the creation of either foreign language versions or new versions of the Program. This license includes a license under all existing or future Content. The University further grants Keypath for the Term of this Agreement the world- wide, royalty-free, non-exclusive right and license to use and display the name, trade name and trademarks of the University (the "University Trademarks") for the promotion, advertisement, marketing, selling and exploitation of the Programs. ALL OTHER RIGHTS AND INTERESTS CONCERNING THE CONTENT ARE RESERVED BY THE UNIVERSITY.

4.2 License to The University. Keypath hereby grants to the University for the Term of this Agreement a personal, non-transferable (except as otherwise permitted pursuant to this Agreement) and non-exclusive license to use Keypath's Intellectual Property to develop, produce, reproduce, manufacture, distribute, perform, display, promote, advertise, sell, and otherwise exploit the Program that is produced pursuant to this Agreement, including any foreign language (direct translations) versions, but not for the purpose of creating or developing any derivative works or new versions of the Program. For greater certainty, unless otherwise expressly agreed to in writing between the Parties, the University shall not (directly or indirectly) create, author, develop or produce any modifications, changes, revisions, adaptations, derivative works, alterations, deletions from, additions to, or customizations of all or any part of any Keypath property (including Keypath's Intellectual Property) or confidential information. ALL OTHER RIGHTS AND INTERESTS CONCERNING KEYPATH'S INTELLECTUAL PROPERTY ARE RESERVED BY KEYPATH.

4.3 Rights to Content. The University and/or the Faculty, shall retain all right, title, and interest in the Content and any derivative works, modifications, revisions, augmentations, or improvements that the

University and/or Faculty makes or creates to the original Content including trademarks, service marks and related goodwill associated with the Content.

4.4 Marking Provisions. Without limiting Sections 4.1 and 12.2, the licenses granted by the University to Keypath hereunder are conditioned on Keypath's full and complete compliance with all trademark, patent, and copyright laws of the United States and other countries in the Territory.

4.5 Moral Right. University shall secure from an author, including Faculty, the right for Keypath to use the author's likeness, name and biographical materials for the purpose of promoting and delivering that Course pursuant to this Agreement.

SECTION 5: COMPENSATION

5.1 Service Fees. As full consideration for all of the obligations and services performed by Keypath pursuant to this Agreement, the University shall pay Keypath the Service Fee set out in each applicable Program Term Sheet.



SECTION 6: AUDIT RIGHTS

6.1 Right to Audit. Keypath shall have the right, at Keypath's expense, to have a certified chartered accountant (the "Auditor") perform an audit (the "Audit") of the University's performance of its financial obligations to Keypath under Section 5, exercisable by at least twenty (20) days prior written notice delivered to the University, including providing reasonable access to the University's relevant financial books, records and materials regarding the Program's financial affairs. For greater certainty, any Audit shall only and strictly be conducted for the limited purpose of verifying the Service Fees payable by the University to Keypath hereunder, and for no other purpose whatsoever. Such audit shall not interfere with the conduct of the University's business operations. If a difference between the amount of the Service Fee payable to Keypath, as determined by any Audit to be greater than one percent (1%) or more than the actual amount of Fees paid to Keypath for such period ("Discrepancy") then such Discrepancy shall be immediately repaid by the University to Keypath.

6.2 Maintenance of Books and Records. The Parties shall maintain and keep available all books and records relative to the obligations hereunder for inspection for the longer of: (i) two (2) years after termination or expiration of this Agreement, or (ii) such time as is required by Title IV of the Higher Education Act (as amended) or other applicable law of which the University advises Keypath in writing.

SECTION 7: CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION

7.1 Confidentiality. The University and Keypath each recognize that each other's Confidential Information constitutes highly valuable and proprietary confidential information. The University and Keypath each agree, to the extent permitted by law, to keep confidential, and to contractually require its employees, consultants, affiliates and licensees and sublicensees to keep confidential, all Confidential

Information of each other Party. Neither the University nor Keypath, nor any of their respective employees, affiliates and licensees and sublicenses shall use Confidential Information of either other Party for any purpose whatsoever except as expressly permitted by this Agreement or as required in any application for regulatory approvals or otherwise required by law. Each Party will notify the other Party if disclosure is required in any application for regulatory approvals or by law, but any additional action to prevent release or otherwise protect the Confidential Information must be undertaken by the Party in receipt of such notice at its own expense.

7.2 Publicity. Neither Party may disclose the terms of this Agreement without the prior written consent of the other Party; provided, however, that any Party hereto may make such a disclosure to the extent required by law, including disclosure pursuant to an applicable Public Records Act, or similar statutory request. Such disclosure shall be on reasonable notice to each other Party and after taking all reasonable steps as may be appropriate to maintain confidentiality. The Parties, upon the execution of this Agreement, will use their reasonable efforts to agree upon the content and the exact timing of an initial public announcement relating to the transactions contemplated by this Agreement as soon as possible after the Effective Date (such agreement not to be unreasonably withheld or delayed). Thereafter, the Parties will use their reasonable efforts to agree on the text and the timing of any subsequent public announcements regarding this Agreement, or the transactions contemplated herein; provided that once any written statement is mutually approved for disclosure, any Party hereto may make subsequent public disclosure of the contents of such statement without the further approval of the other Party. Any costs incurred for public relations in respect of this Agreement shall be paid by the Party incurring the expense.

7.3 Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days of the termination or expiration of this Agreement for any reason, each Party shall return (or destroy) all the Confidential Information of the other Party, and an officer of each Party shall certify that all such materials have been returned (or destroyed).

7.4 Prohibition On Hiring. Neither Party shall, during term of this Agreement and for a period of one (1) year thereafter, hire or solicit any person who was employed by the other Party hereto or its affiliates during such period, whether such person is hired as an employee or consultant, unless authorized in writing by the other Party, or unless such person has not been employed by the other Party for at least one (1) year prior to his or her hiring or solicitation. Hiring as a result of advertisements of open positions which are directed to the general public will not constitute a violation of this provision.

7.5 Restrictive Covenant. During the Term of this Agreement, the University, as a material condition of this Agreement, agrees that it shall not use, commercially exploit, distribute, market, license, or otherwise allow any other person to use or have the benefit of, all or any part of, any Program delivered to the University hereunder, except solely and exclusively for the University's internal operations, including the University's educational and research functions, and not in any manner that competes with any good or service Keypath commercially provides to others.

SECTION 8: TERM AND TERMINATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SECTION 9: REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 University Representations. In addition to the representations and covenants of the University set out in Section 3.7, the University represents and covenants to Keypath as follows:

- (i) Organization. The University is an institution of higher education created under the laws of the State of Florida. The University has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and

perform this Agreement in accordance with its terms.

- (ii) No Legal Violation. The performance of this Agreement by the University shall not, to the best of the University's knowledge and belief, violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to this Agreement.
- (iii) Binding Agreement. This Agreement is a legal, valid and binding obligation of the University, enforceable against it in accordance with its terms and conditions.
- (iv) No Inconsistent Obligation. The performance of this Agreement by the University shall not, to the best of University's knowledge and belief, infringe, breach, contravene or detrimentally affect any other person's contractual, confidentiality or intellectual property rights, and the University does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of the University to perform all, or any part of, this Agreement (including permitting Keypath to take possession of, host, use, operate, maintain, or otherwise have access to any Course, Content, information technology, or information). The University is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would prevent, delay, interfere with, or otherwise impede the diligent and complete fulfillment of the University's obligations hereunder.
- (v) Infringement. The University represents and warrants that it has no actual knowledge that the Content or Third Party Intellectual Property infringes upon the valid Intellectual Property Rights of any third party.
- (vi) Compliance with Laws. The University represents and warrants that it is in material compliance with all applicable laws, regulations, and accrediting body standards, possesses all required educational approvals and accreditations, and has no actual knowledge of any basis for the revocation or material limitation of any of its educational approvals or accreditations.
- (vii) Right to Services. The University represents and warrants that during the Term of this Agreement, the University will work exclusively with Keypath and with no other person or entity, and will not grant a license to the Content or Third Party Intellectual Property to any other person or entity, for the purpose of providing the services set forth in this Agreement or Program Term Sheet with respect to the Programs developed in connection with this Agreement.

9.2 Keypath Representations. Keypath represents to University as follows:

- (i) Organization. Keypath is a corporation duly organized, validly existing and is in good standing under the laws of the jurisdiction of its organization, is qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the performance of its service obligations requires such qualification and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- (ii) Authorization. The execution, delivery and performance of this Agreement by Keypath shall not violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents.
- (iii) Binding Agreement. This Agreement is a legal, valid and binding obligation of Keypath

enforceable against it in accordance with its terms and conditions.

- (iv) No Inconsistent Obligation. The performance of this Agreement by Keypath shall not, to the best of Keypath's knowledge and belief, infringe, breach, contravene or detrimentally affect any other person's contractual, confidentiality or intellectual property rights, and Keypath does not require any authorization, consent, permission, or approval otherwise from any other person concerning the ability of Keypath to perform all, or any part of, this Agreement. Keypath is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder.
- (v) Third Party Intellectual Property. As of the Effective Date, Keypath has no actual knowledge that the performance of the Keypath Services by Keypath will infringe the Intellectual Property rights of any third party.
- (vi) Internal Compensation – Title IV Compliance. Keypath represents and covenants that its compensation of its employees, consultants and any other persons who perform any student recruitment activities for the University under this Agreement is and will continue to be in accordance with 20 U.S.C. § 1094(a)(20), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education, currently located at 34 C.F.R. § 668.14(b)(22). Keypath agrees to maintain, during the term of this Agreement and for a period of at least three (3) years after the expiration or termination of this Agreement, complete and accurate books and records relating to its compensation of its employees and other persons who perform any student recruitment activities for the University under this Agreement.

9.3 WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR LIMITED BY LAW, EACH PARTY AGREES AND ACCEPTS THAT NO PARTY UNDER THIS AGREEMENT MAKES ANY REPRESENTATION, COVENANT, PROMISE, GUARANTEE OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER ASPECT OF THIS AGREEMENT AND HEREBY ABSOLUTELY DENIES AND DISCLAIMS SAME, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF SERVICES FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO ANY ASPECT OF THIS AGREEMENT.

SECTION 10: RISK MANAGEMENT

10.1 Indemnity. Keypath agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Keypath or its officers, employees, agents and contractors, in connection with this Agreement. Notwithstanding the foregoing, Keypath and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of the University.

10.2 Limitation and Exclusion of Liability. Except as otherwise agreed in 10.1 hereof, the Parties agree and confirm that neither Party shall, in any circumstance, be liable, responsible or obligated for any indirect, third party, consequential, special or punitive liability, damages, compensation, award, loss, harm, injury, cost or expense whatsoever regardless of the cause of action for same arose, including contract, tort, negligence, common law, equity, statute or otherwise. Except for the University's payment obligations to Keypath, a Keypath's obligations under Section 10.1, or a Party's breach of Section 7 or 9, for any breach of

this Agreement or any other claim arising from or related to this Agreement giving rise to liability, each Party's sole, exclusive and exhaustive liability, responsibility and remedy to the other Party shall be strictly limited to the other Party's actual direct, provable damages in amount not to exceed \$1,000,000, in the aggregate for all occurrences, during the entire Term of this Agreement.

10.3 Insurance. During the term of this Agreement, Keypath agrees to obtain and maintain insurance issued by a company authorized to provide insurance in the United States of America, in the following kinds and amounts:

10.3.1 Commercially reasonable worker's compensation and employer liability, but in no event less than statutorily-required minimums covering all employees on or off the work site, acting within the course and scope of their employment.

10.3.2 Commercial General Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate, and Errors and Omissions and advertising liability of not less than Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) in the aggregate.

SECTION 11: DISPUTE RESOLUTION

11.1 Internal Resolution Attempts. In the event of any dispute arising between the Parties in connection with this Agreement, the Parties shall attempt to amicably resolve the dispute, including through escalation of the matter to a senior representative or senior representatives of each Party. In the event of a dispute and/or litigation each Party agrees to be liable for its own legal fees, costs and expenses, including its attorneys' fees, cost and expenses.

11.2 Alternative Dispute Resolution. In the event that a dispute arises under this Agreement that parties cannot resolve per Section 11.1, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be Tallahassee, Florida with such arbitration to be decided pursuant to the laws of the State of Florida, as provided in Section 12.5.

SECTION 12: GENERAL PROVISIONS

12.1 Relationship of the Parties. The relationship between the Parties is limited solely to the activities, rights and obligations set forth in this Agreement. Nothing in this Agreement shall be construed: (i) to create or imply any joint venture, franchise, agency, employment or partnership relationship; (ii) to give any Party hereto the right to obligate or bind the other; (iii) to create any duties or obligations between the Parties except as expressly set forth herein; or, (iv) to grant any direct or implied licenses or any other right other than as expressly set forth herein. The Parties each agree and confirm that they are independent contractors as, and to the limited extent, set out in this Agreement.

12.2 Compliance with Law. The Parties agree that this Agreement and all activities in any way relating to it shall be conducted in compliance with the specific state laws and regulations. Keypath agrees to comply with the University's policies with respect to privacy of educational records that are provided to Keypath.

12.3 Family Educational Rights and Privacy Act. Keypath shall comply with the Family Educational Rights and Privacy Act (FERPA), 12 U.S.C. 1232g (and implementing regulations), in carrying out all of its obligations under this Agreement.



12.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its law governing conflict of laws.

12.6 Entire Agreement. This Agreement and University Purchase Order contains the entire agreement between the Parties with respect to the matters set out herein and it supersedes in full all prior discussions, all other documents, and agreements between the Parties concerning the subject matter hereof.

12.7 Amendments. Requests for revisions to this Agreement or any applicable Schedule, or any specification relating to any related services may be requested by either Party, and will only be effective when made by a written amendment signed by an authorized representative of each Party. Unless otherwise specified in writing, amendments implemented to any Schedule will only apply to that Schedule.

12.8 Notices. Any notice to be given to the University or Keypath under the terms of this Agreement may be delivered personally, by telecopy, telex or other form of written electronic transmission, or by registered or certified mail, postage prepaid, and shall be addressed as follows:

If to Keypath: 15500 W. 113th Street, Suite 200
Lenexa, Kansas 66219
Attention: General Counsel

If to the University: 212 Westcott Building
600 W. College Avenue
Tallahassee, FL 32306
Attention: Paul Harlacher, Jr.

A Party may hereafter notify another in writing of any change in address. Any notice shall be deemed duly given (i) when personally delivered, (ii) when delivered to the Party by a reputable overnight delivery service, (iii) when telecopied, telexed or transmitted by other form of written electronic transmission (upon confirmation of receipt) or (iv) on the third day after it is mailed by registered or certified mail, postage prepaid, as provided herein.

12.9 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto have signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

12.10 Survival. Notwithstanding any provision herein to the contrary, the rights and obligations set forth in Sections 4.3, 6; 7.1; 7.4; 8.3; 8.4; 10.1, 10.2; and 12, shall survive the expiration or termination of this Agreement.

12.11 Effect of Partial Invalidity. The invalidity of any portion of this Agreement or any applicable Schedule shall not be deemed to affect the validity of any other provision. In the event that any other provision of this Agreement or any applicable Schedule is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both Parties subsequent to the removal of the invalid provision.

12.12 Waiver. No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either Party unless it is in writing and is signed by the Party giving it. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

12.13 Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

12.14 Public Records Cancellation. The Agreement can be unilaterally canceled for refusal by any Party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

12.15 Lobbying. The Parties are prohibited from using funds provided under this agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch of the judicial branch of state government.

12.16 Non-Discrimination and Equal Opportunity. In connection with the performance of the Agreement, the Parties shall not discriminate against employees or applicants for employment because of race, religion, color, ethnicity, sex, marital status, disability, age or national origin.

Equal Opportunity. Keypath must at all times during the term of the Agreement be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Agreement.

Keypath shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12.17 Copyright, Patents and Royalties. Keypath, without exception, shall indemnify and save harmless University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including its use by University. If Keypath uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Agreement pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Keypath also shall indemnify and hold harmless University and the University Board of Trustees and officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against University by any person or persons whomsoever on account of University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body
corporate, acting for and on behalf of THE
FLORIDA STATE UNIVERSITY**

Keypath Education, LLC

DocuSigned by:
Paul Harbacher
By: _____
on behalf of:

DocuSigned by:
Steve Fireng
By: _____

Printed Name: Sally McRorie

Printed Name: Steve Fireng

Title: *Provost and Executive Vice President for
Academic Affairs*

Title: *Chief Executive Officer*

6/30/2016 | 11:43 PM EDT

6/30/2016 | 10:39 PM EDT

Date: _____

Date: _____

Address:
212 Westcott Building
Florida State University
Tallahassee, FL 32306

Address:
15500 W. 113th Street, Suite 200
Lenexa, KS 66219

Phone: 850.644.1816

Phone: 913.254.6000

Email: smcrorie@fsu.edu

Email: Steve.Fireng@keypathedu.com

Approved as to form and legality on behalf of Florida
State University, Office of the General Counsel.
Reviewed/Approved via Email
By: _____

Approved on behalf of Florida State University
Procurement Services.
DocuSigned by:
[Signature]
By: _____

SCHEDULE A – Florida State University**PROGRAM TERM SHEET**

This Program Term Sheet, which constitutes the agreement regarding the below-referenced Program, is entered into between the Parties pursuant to the Master Services Agreement (hereinafter the "Agreement") by and between Keypath Education, LLC ("Keypath") and **The Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University** ("University") (collectively, the "Parties" or singularly, the "Party") as of, and effective on this 30th day of June, 2016 ("Effective Date").

1. Program Name: **Master of Social Work (MSW)** and related Traditional and Advanced Standing program tracks and certificate programs as the Parties may agree (the "Program").
2. Program Effective Date: The effective date of this Program Term Sheet is June 30, 2016 (the "Program Effective Date").
3. Enrollment Dates: New students may enter this Program in Spring 1 Term, 2017.
4. List of Courses in the Program: (61 total credits for MSW Traditional Track; 39 total credits for MSW Advanced Standing Track)

Graduate students may complete the MSW Traditional Track in 3 years (9 terms) or may complete the MSW Advanced Standing Track in 2 years (6 terms).

Traditional Core

Course Number	Course Title	Credit Hours
SOW 5034	Introduction to the Social Work Profession	3
SOW 5105	Human Behavior and the Social Environment I	3
SOW 5308	Social Work Practice	3
SOW 5404	Social Work Research	3
SOW 5324	Social Work with Groups and Communities	3
SOW 5325	Social Work Policy	3
	Total	18

Field Placement 1

Course Number	Course Title	Credit Hours
SOW 5532	Field Experience I	10

Advanced Standing Core

Course Number	Course Title	Credit Hours
SOW 5125	Psychopathology in Clinical Practice	3
SOW 5432	Evaluation of Practice	3
SOW 5807	Clinical Practice	3
	Total	9

Elective/ Certificate Tracks

Course Number	Course Title	Credit Hours
5659-R, 5656-R, 5712, 5614	Child Welfare-Cert	12
5648-R, 5603, 5646, SYP5738	Gerontology-Cert	12
5377, 5376, 5435, 5455	LEAD-Cert	12

Capstone

Course Number	Course Title	Credit Hours
SOW 5535	Graduate Field Education II	12
SOW 5369	Advanced Seminar in Social Work Practice	3
	Total	15



6. Program Details:



7. Services (Sections 2 of the Agreement):

Service	Notes	Keypath (K) or University (U)
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

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

9. Regulatory Compliance: The University shall take any and all actions reasonably necessary to obtain and maintain state authorizations required to market to, recruit, and enroll students in all fifty (50) states and the District of Columbia.

[Redacted text block]

[Redacted text line]

[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text block]

[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text line]

[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

13. Additional Terms:

- a. Upon receipt of a completed student application, the University shall process the application and communicate its admission decision to Keypath within ten (10) business days.
- b. University agrees that Keypath will notify the students of acceptance in the Program and will then proceed to work with the students to ensure they are registered in the required Courses.
- c. The per credit hour tuition rate is set out in this Program Term Sheet; however, based on market research Keypath may recommend a revised rate.

[REDACTED]

[REDACTED]

14. Contacts and addresses for this Program, for the purposes of Notice under the Agreement:

If to Keypath: 220 N. Smith Street, Suite 201
Palatine, IL 60067
Attention: General Counsel

If to the University: 212 Westcott Building (600 W. College Avenue)
Tallahassee, FL 32306
Attention: Paul Harlacher, Jr., Asst Vice President for Academic Affairs

The Parties hereby agree to the terms and conditions of this Program Term Sheet for the Program specified as of the Program Effective Date, and further agree that this Schedule shall become a part of the Agreement upon execution by the Parties.

**THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body
corporate, acting for and on behalf of THE
FLORIDA STATE UNIVERSITY**

DocuSigned by:
Paul Harbacher
By: _____
E2800B3591F24AA...

on Behalf of:

Printed Name: Sally McRorie

Title: *Provost and Executive Vice President for
Academic Affairs*

7/1/2016 | 9:17 PM EDT

Date: _____

Address:

212 Westcott Building
Florida State University
Tallahassee, FL 3230

Phone: 850.644.1816

Email: smcrorie@fsu.edu

Keypath Education, LLC

DocuSigned by:
SF
By: _____
8AAE4C28CA0244...

Printed Name: Steve Fireng

Title: *Chief Executive Officer*

7/1/2016 | 7:38 AM EDT

Date: _____

Address:

15500 W. 113th Street, Suite 200
Lenexa, KS 66219

Phone: 913.254.6000

Email: Steve.Fireng@keypathedu.com

SCHEDULE A – 2 - Florida State University**PROGRAM TERM SHEET**

This Program Term Sheet, which constitutes the agreement regarding the below-referenced Program, is entered into between the Parties pursuant to the Master Services Agreement (hereinafter the "Agreement") by and between Keypath Education, LLC ("Keypath") and **The Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University** ("University") (collectively, the "Parties" or singularly, the "Party") as of, and effective on this 30th day of June, 2016 ("Effective Date").

1. Program Name: **Master of Science in Project Management (MS PM)** and related specializations or concentrations and certificate programs as the Parties may agree (the "Program").
2. Program Effective Date: The effective date of this Program Term Sheet is June 30, 2016 (the "Program Effective Date").
3. Enrollment Dates: New students may enter this Program in Fall 1 Term, 2017.
4. List of Courses in the Program: (36 total credits for the MS PM program)

Graduate students may complete the MS PM program in about 6 terms (2 years).

Core Courses and Capstone

Course Number	Course Title	Credit Hours
COM 5450	Introduction to Project Management	3
COM 5451	Advanced Topics in Project Management	3
COM 5452	Agile Project Management	3
COM 5126	Organizational Communication Theory and Practice	3
LIS 5408	Management of Information Organizations	3
LIS 5487	Information Systems Management	3
LIS 5442	Information Leadership	3
MMC6469	Diffusion of Innovation or The theory/practice of Quality Management	3
COMXXX4	Capstone in Project Management	3
	Total	27

(Students choose from the following elective areas for an additional 9 semester hours/credits.)

The University agrees to develop and offer at least three courses within each of the listed concentration areas:

- i. Web Development and Administration Concentration (9 Credits)
- ii. Social Media Management Concentration (9 Credits)
- iii. Technology Leadership and Management Concentration (9 Credits)
- iv. Health Information Technology Concentration (9 Credits)
- v. Information Security and Networking Concentration (9 Credits)
- vi. Project Management Concentration (9 Credits)

[Redacted text block]

7. Services (Sections 2 of the Agreement):

Service	Notes	Keypath (K) or University (U)
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

- 8. Additional Fees/Charges: With respect to this Program, the following additional fees and/or charges shall apply: N/A.
- 9. Regulatory Compliance: The University shall take any and all actions reasonably necessary to obtain and maintain state authorizations required to market to, recruit, and enroll students in all fifty (50) states and the District of Columbia.

[Redacted text block]

[Redacted text line]

[Redacted]	[Redacted]
------------	------------

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. Additional Terms:

[REDACTED]

- b. University agrees that Keypath will notify the students of acceptance in the Program and will then proceed to work with the students to ensure they are registered in the required Courses.
- c. The per credit hour tuition rate is set out in this Program Term Sheet; however, based on market research Keypath may recommend a revised rate.

[REDACTED]

[REDACTED]

14. Contacts and addresses for this Program, for the purposes of Notice under the Agreement:

If to Keypath: 220 N. Smith Street, Suite 201
 Palatine, IL 60067
 Attention: General Counsel

If to the University: 212 Westcott Building (600 W. College Avenue)
 Tallahassee, FL 32306
 Attention: Paul Harlacher, Jr., Asst Vice President for Academic Affairs

The Parties hereby agree to the terms and conditions of this Program Term Sheet for the Program specified as of the Program Effective Date, and further agree that this Schedule shall become a part of the Agreement upon execution by the Parties.

**THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, a public body
corporate, acting for and on behalf of THE
FLORIDA STATE UNIVERSITY**

DocuSigned by:
Paul Harbacher
By: _____
On Behalf Of:

Printed Name: Sally McRorie

Title: *Provost and Executive Vice President for Academic Affairs*

7/1/2016 | 9:17 PM EDT
Date: _____

Address:
212 Westcott Building
Florida State University
Tallahassee, FL 32306

Phone: 850.644.1816

Email: smcrorie@fsu.edu

Keypath Education, LLC

DocuSigned by:
Steve Fireng
By: _____
BAAE4C20CA02414...

Printed Name: Steve Fireng

Title: *Chief Executive Officer*

7/1/2016 | 7:37 AM EDT
Date: _____

Address:
15500 W. 113th Street, Suite 200
Lenexa, KS 66219

Phone: 913.254.6000

Email: Steve.Fireng@keypathedu.com