

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made and entered into by iLawVentures, LLC ("iLaw") and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of the Texas A&M University School of Law ("TAMU"), and is effective this 1st day of July 2016 (the "Effective Date"). Each of iLaw and TAMU will be known herein as a "Party," and collectively as the "Parties".

WHEREAS, TAMU will develop and deliver online School of Law degree programs with the assistance and expertise of iLawVentures, LLC with courses as specified in TAMU's Request for Proposal titled RFP MAIN 16-0007, and as further described below;

WHEREAS, the Parties have certain capabilities and expertise that they intend to bring to advance the service agreement; and

NOW, THEREFORE, for good and valuable consideration further described herein, iLaw and TAMU enter into this Agreement under the terms specified herein.

1. Scope of Work.

- a. TAMU will create and deliver, with the assistance and expertise of iLaw, two online degree programs: a 30-credit online Masters of Jurisprudence program, (MJur) and a 24-credit online Master of Laws, (LL.M.) program (hereinafter defined as "Program" or "Programs"). Each degree program will have two focus areas, both tentatively entitled "Wealth Management" and "Risk Management", with the composition of such focus areas to be created and delivered by TAMU, with the assistance and expertise of iLaw.
- b. The Parties agree that the LL.M degree program with focus areas of Risk Management and Wealth Management will be created, and be ready for delivery, no later than January 1, 2017, contingent upon any required approvals from the Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), and obtaining approval from the American Bar Association to increase the enrollment cap for the LL.M. degree program by no less than 100, or any other approving or accrediting body. The Parties may agree in writing to a delay in the above date for reasons other than such approvals.
- c. The Parties agree that the online MJur degree program with focus areas of Risk Management and Wealth Management will be created, and be ready for delivery, no later than January 1, 2017 contingent upon any required approvals from the Texas Higher Education Coordinating Board, SACSCOC, and obtaining approval from the American Bar Association to increase the enrollment cap for the MJur degree program by no less than 100, or any other approving or accrediting body. The Parties may agree in writing to a delay in the above date for reasons other than such approvals.
- d. TAMU, with the service of iLaw, will offer the Programs internationally and domestically. The Programs will be "asynchronous," although the Parties may agree to synchronous components or delivery.

2. Term.

- a. The term of this Agreement is from the Effective Date for a period of three (3) Years, defined as January 1 through the following December 31 ("Initial Term"). The first Year in the term of this Agreement includes any stub period between the Effective Date and January 1, 2017.
- b. This Agreement may renew for two (2) one-year terms ("Renewal Terms") upon written agreement of the Parties, based on meeting or exceeding Programs metrics to be agreed to in

writing by the Parties, with such metrics set at least one year prior to the expiration date of the then-current term.

- c. Should a LL.M or MJur Program cohort not yet be complete by the termination of this Agreement under subsections 2a or b, all provisions in this Agreement will continue until such LL.M. and/or MJur cohort completes the Program, up to a maximum of two (2) years. For the purposes of this section, a "Cohort" is a unique group of students starting a Program together.
- d. Either Party may terminate this Agreement effective upon written notice to the other if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of the breach. Upon notice of such termination by TAMU, TAMU may elect to defer the effective date of termination to a date not later than the latest Program completion date of the current Cohort, and in any case the Parties shall endeavor in good faith to transition the Programs to minimize any interruption or other adverse impact on students enrolled in the Programs.

3. Parties' Responsibilities.

a. iLaw's Responsibilities:

- i. Conduct market research on Programs to fully understand market(s) needs, Programs' viability, future trending, and competition, among other areas, updated at least annually;
- ii. Provide guidance to TAMU on the Programs' structure, based on market research and iLaw institutional knowledge of professional markets;
- iii. Offer acquiescence and accreditation assistance based on iLaw competency in these areas;
- iv. Design and implement a marketing strategy and plan for the Programs approved in advance and in writing by TAMU, build on market research, and execute on the plan, including creating a value proposition, SEO/SEM, ad buys, and providing traditional marketing collateral, subject to the advance written approval of TAMU on all promotional material and website language;
- v. Work in conjunction with the School of Law IT and Marketing to build and support Program websites;
- vi. Conduct lead generation services, including setting up structure to generate interest in the Programs (but not contacting potential students) and handoff to TAMU for final recruiting and admissions decisions; Viable leads identified by iLaw would be recruited by a TAMU employee paid on a set salary basis by TAMU.
- vii. Provide iLaw's Online Instructor Certification program, a 25-hour faculty training focused on best practices for online teaching;
- viii. In the absence of available TAMU faculty, iLaw can recommend faculty and if recommendation is accepted, these faculty would need to be appointed by TAMU.
- ix. Conduct instructional design and build of Programs, including close collaboration with faculty, oversight of course production, videotaping, and establishment of milestones and timetable for launch;
- x. Build courses on TAMU's Blackboard LMS and integrate with TAMU systems. iLaw's access to TAMU's Blackboard LMS is subject to iLaw's compliance with TAMU IT policy and procedures;
- xi. Offer accessibility support, in compliance with ADA, state, and TAMU standards;
- xii. Administer on-line exams including use of online exam taking software with security features acceptable to TAMU;
- xiii. Provide operational oversight post-launch, including student training and 365/24/7 technical support.

- b. TAMU's Responsibilities:
- i. Review and have final authority over all academic matters and decisions including, but not limited to, selection of faculty, admissions/enrollment, curriculum, program and course content, grades, awarding of credit and academic policy;
 - ii. Select, provide and compensate faculty for the Programs' courses;
 - iii. Draft content for the Programs' courses, including lectures, course material, and assessments.
 - iv. Submit any required accreditation, acquiescence, or other regulatory applications.
 - v. Provide a single contact person who will coordinate all of TAMU's responsibilities and related deliverables under this Agreement, and make marketing and admissions staff available to support the Programs.
 - vi. Recruit individual students from iLaw's lead generation. TAMU will have final decision-making authority on admissions criteria and which students to enroll in Programs.
 - vii. Provide all student services.
 - viii. Provide electronic information services to students (e.g., Lexis; Westlaw).

4. Mutual Representations and Warranties. Each Party hereby represents that (i) it has the authority and right to enter into this Agreement, and fulfill its obligations hereunder, (ii) any material or services provided by it hereunder do not, and will not, infringe upon any rights of any third party, and (iii) it will comply with all applicable laws, rules and regulations.

Each Party represents a high quality of instruction consistent with the best practices for teaching and presenting courses in a distance learning environment. TAMU and its instructors, and iLaw, will not discriminate against students on the basis of race, color, gender, age, religion, nationality, genetic information, veteran status, sexual orientation, gender identity, and/or disability in any aspect of the delivery of services under this Agreement. Each Party represents that its commitments under this Agreement do not and will not breach any agreement either of them has with any third party.

5. Access by Individuals with Disabilities.
iLaw represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent iLaw becomes aware that the EIRs, or any portion thereof, do not comply, then iLaw shall, at no cost to TAMU, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

6. Non-Competition and Non-Solicitation.
- a. During the term of this Agreement, iLaw nor TAMU School of Law will collaborate on or produce a program on Wealth Management or Risk Management substantially similar to the Programs covered by this Agreement, with a party outside this Agreement.
 - b. Nothing in this Agreement will prevent iLaw from contracting with third parties, domestically or internationally, to promote the Programs and its courses subject to the advance written approval of such promotions by TAMU.
 - c. Nothing in this Agreement will prevent iLaw from delivering courses or programs for which iLaw has previously contracted with instructors or schools.
 - d. iLaw is allowed to keep and use all business (B2B) contacts derived from its work generating leads for the Programs, as long as use of those leads does not otherwise violate any provision of this Agreement.

- e. During the term of this Agreement, and two (2) years following the term of this Agreement, iLaw will not solicit or hire any TAMU instructor to teach in an iLaw-delivered course without the prior approval of TAMU with such approval not unreasonably withheld or delayed.
- f. iLaw will not solicit or hire any TAMU non-instructor staff during the term of this Agreement, without the prior approval of TAMU.

7. Finances.

- a. Each Party will pay for costs associated with its responsibilities as detailed in Section 3 of this Agreement, unless otherwise provided for in this Section 7.
- b. The following expenses ("Budgeted Expenses"), subject to the annual maximum agreed to in writing by the Parties, will be charged to the Programs' budget and paid for from Degree Program Revenue (defined as all program fees, University advancement fees for resident students and teaching fees for non-resident students not living in Texas received by the School of Law from students for courses in the degree programs as well as the related University budget allocations to the School of Law as they pertain to the online enrollment specific to this agreement calculated on a prorated basis after the funds are transferred to the School of Law and, excluding any amounts refunded to students who have withdrawn pursuant to TAMU policy, any exemptions or waivers provided under Texas law, and any tuition or fees that TAMU is prohibited by Texas law from sharing) before any remaining revenue is shared by the Parties:
 - i. All out-of-pocket marketing expenses (e.g., purchasing banner ads; email address list purchases; search engine optimization/search engine marketing), not to exceed \$100,000 in Year 1 and \$60,000 in Years 2 and 3.
 - ii. Cost of all recruitment personnel incurred by TAMU not to exceed \$50,000 per year for all three years of this Agreement.
- c. Program Net Revenues, calculated as Program Revenue less Budgeted Expenses as detailed in Section 7(b), will be shared as follows. Distribution of iLaw's share of Program Net Revenue will be made in accordance with the Texas Prompt Payment Act (Texas Government Code section 2251.021).
 - i. Program Net Revenue received during Year 1 will be shared seventy-five percent (75%) to TAMU and twenty-five percent (25%) to iLaw;
 - ii. Program Net Revenue for offerings after Year 1 will be shared seventy percent (70%) to TAMU and thirty percent (30%) to iLaw
 - iii. Distribution of iLaw's share of Program Net Revenue will be determined after the completion of the add/drop period for each Program term, for all Program Net Revenue for that term and any for other Program Net Revenue received since the last distribution;
- d. iLaw will assess a Flat Fee, as detailed in iLaw's proposal to TAMU dated November 20, 2015, payable by TAMU for the services detailed in Section 3(a).
 - i. Year 1: \$371,000.00, reflecting a rebate of \$7,000 per each of the two Programs from iLaw to TAMU
 - ii. Year 2: \$145,000.00
 - iii. Year 3: \$145,000.00
- e. iLaw will invoice TAMU for all Flat Fees on the following schedule, with such invoices payable by TAMU as detailed below, and in accordance with the Texas Prompt Payment Act (Texas Government Code section 2251.021):

- a. Year 1 Flat Fees invoiced on the following schedule:
 - i. \$114,334.00 upon execution of this Agreement
 - ii. \$256,666.00, representing the remaining Year 1 Flat Fee, on July 25, 2016.
 - b. Year 2 Flat Fees invoiced on the following schedule:
 - i. \$72,500 on July 31, 2017
 - ii. \$72,500 on January 2, 2018
 - c. Year 3 Flat Fees on the following dates:
 - i. \$72,500 on July 31, 2018
 - ii. \$72,500 on January 2, 2019
- 8. Intellectual Property.
 - a. TAMU will solely own all Program and course content and any revision, abridgement, translation, condensation, expansion, or any other derivation thereof, including all instructional design and build of Programs and presentations of courses developed by iLaw pursuant to this Agreement. During the Initial Term and any Renewal Term, TAMU grants iLaw a limited, nonexclusive license to use and modify the Program content as necessary to fulfill iLaw's obligations under this Agreement.
 - b. Each Party will retain exclusively all ownership of, and rights to, (i) any of its pre-existing intellectual property ("IP") used in connection with the collaboration contemplated herein, and (ii) any material, other than described in section 8.a., solely developed by it in the course, and pursuant to the terms, of this Agreement. iLaw will not use TAMU's IP in marketing without TAMU's review and prior written approval.
- 9. Liability/Indemnification. To the extent permitted by the Constitution and laws of the State of Texas, each Party will be responsible for, and will indemnify fully, defend and hold harmless the other Party, its officers, agents, and employees, of and from, any and all claims, demands, causes of action, liabilities or damages, including legal costs and attorneys' fees, arising out of its breach of any provision of this Agreement or any of its negligent or willful acts or omissions or those of any of its officers, agents, employees or subcontractors pursuant to this Agreement. This Section 9 will survive the termination or expiration of this Agreement.
- 10. Confidentiality/Conflict of Interest.
 - a. Each Party agrees that it will hold in strict confidence and not disclose to any third party any Confidential Information of the other Party, except as approved in writing by the other Party, and will use the Confidential Information for no purpose other than in connection with activities under this Agreement as further contemplated herein. For purposes of this Agreement, "Confidential Information" means all nonpublic information in whatever form disclosed by or on behalf of one Party to the other Party concerning the disclosing party's business, or otherwise learned by the receiving Party during the performance of the Services.
 - b. Each Party will only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know such Confidential Information and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Each Party is permitted

to disclose Confidential Information to any of their subsidiaries or affiliates, and the employees or authorized representatives of their subsidiaries or affiliates, under the terms detailed in this section for the Party's employees and authorized representatives.

- c. The Party disclosing Confidential Information will not be in violation of this Agreement with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the disclosing Party provides the other Party with prior written notice of such disclosure in order to permit the other Party to seek confidential treatment of such Confidential Information.
- d. Each Party will immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other Party.
- e. Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information will terminate when the Recipient can document that such Information:
 - i. was publicly known or available at the time it was communicated by the Disclosing Party or later becomes publicly known or available, through no breach of an obligation of confidentiality by the Recipient;
 - ii. was in the Recipient's possession free of any obligation of confidence at the time it was communicated by the Disclosing Party; or
 - iii. was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party.
- f. Confidential Information will not be reproduced in any form except as required to accomplish the purposes contemplated under this Agreement. Any reproduction of any Confidential Information of the other Party by either Party will remain the property of the other Party and will contain any and all confidential or proprietary notices or legends which appear on the original unless otherwise agreed in writing by the other Party.
- g. iLaw acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. iLaw acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- h. Upon TAMU's written request, iLaw shall provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU has a right of access.

11. Protected Information.

- a. "Protected Information" means education records, personal financial records (or other individually identifiable information), and other data that has been designated as private, protected, or confidential by law or by TAMU. "Protected Information" does not include public records that by law must be made available to the general public. If iLaw is uncertain as to whether any data constitutes Protected Information, iLaw shall treat the data in question as Protected Information until a determination is made by TAMU.
- b. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), TAMU designates iLaw as a school official with a legitimate educational interest in any education records in Protected Information to the extent through the technical service that iLaw provides and may require access to those records to fulfill its obligations under this Agreement.

- c. iLaw shall hold Protected Information in strict confidence. iLaw may not use or disclose Protected Information received from or on behalf of TAMU except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by TAMU. iLaw may not use Protected Information for any purpose other than the purpose for which the disclosure was made. iLaw may allow only iLaw's employees who have a legitimate business need in performing this Agreement to have access to Protected Information.
- d. Except as required to fulfill any continuing obligations of this Agreement, upon termination of this Agreement, iLaw shall return all Protected Information to TAMU within 30 days or, if return is not feasible, destroy all Protected Information. At least 20 days before destruction of any Protected Information, iLaw shall provide TAMU with written notice of iLaw's intent to destroy Protected Information. Within seven days after destruction, iLaw shall confirm to TAMU in writing the destruction of Protected Information.
- e. If TAMU reasonably determines in good faith that iLaw has materially breached any of its obligations under this Section 11 or has violated FERPA, TAMU, in its sole discretion, may require iLaw to submit to a plan of monitoring and reporting; provide iLaw with a 15-day period to cure the breach. Before exercising any of these options, TAMU shall provide written notice to iLaw describing the violation and the action it intends to take. iLaw acknowledges that if the Family Policy Compliance Office of the U.S. Department of Education determines that iLaw improperly disclosed personally identifiable information obtained from TAMU's education records, TAMU may not allow iLaw access to education records for at least five years.
- f. iLaw shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected Information received from, or on behalf of TAMU. iLaw shall extend these measures by contract to all subcontractors used by iLaw.
- g. iLaw shall, within one day of discovery, report to TAMU any use or disclosure of Protected Information not authorized by this Agreement or in writing by TAMU. iLaw's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the Protected Information used or disclosed, (3) who made the unauthorized use or received the unauthorized disclosure, (4) what iLaw has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (5) what corrective action iLaw has taken or will take to prevent future similar unauthorized use or disclosure. iLaw shall provide such other information, including a written report, as reasonably requested by TAMU.
- h. The restrictions and obligations of this Section 11 will survive expiration or termination of this Agreement.

12. Compliance.

- a. Each Party shall comply with all applicable federal, state and local laws, regulations, codes, ordinances, and orders.
- b. iLaw may not provide any commission, bonus, or other incentive payments based directly or indirectly upon success in securing Program enrollments to any person or entity engaged in any student recruiting or admission activities, or any person directly supervising such person, except as permitted by the regulations of the United States Department of Education. For clarity, iLaw's lead generation, marketing, and other services as detailed in Section 3(a) of this Agreement will not include student recruiting, admissions, or any other activities that would result in TAMU violating 20 U.S.C. § 1094(a)(20), 34 C.F.R. § 668.14(b)(22), or any successor statute or regulation.

13. Records. Each Party will keep complete and accurate records of all of its relevant transactions related to this Agreement. Such records may be inspected, audited, and copied by the other Party or its agents at any time during normal business hours upon giving reasonable prior notice. This Section 13 will survive the termination or expiration of this Agreement for a period of four years.
14. Independent Contractor. The Parties agree that they are independent contractors hereunder. No agency, employment, partnership or joint venture relationship exists between, or is otherwise intended by, the Parties. Neither Party is an affiliate of the other, will have the authority to act for or bind the other, and will make any representation that would indicate apparent agency, employment, partnership, or joint venture relationship.
15. Entire Agreement. This writing contains the entire agreement of the Parties regarding the subject matter hereof. No representations were made or relied upon by either Party, other than those that are expressly set forth herein.
16. Modification. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof, unless done in writing and signed by an authorized officer of the respective Parties.
17. Assignment. Neither this Agreement nor any of the rights, interests, duties, or obligations thereof may be assigned or transferred by TAMU in whole or in part without the prior written consent of iLaw.
18. Severability. If any provisions of this Agreement or any portion thereof, are held to be invalid or unenforceable, the remainder of the Agreement will still remain in force, and any provisions or portion thereof held invalid will be revised and replaced by an enforceable provision which reflects, to the greatest extent possible, the original intention of the parties.
19. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
20. Waiver. Waiver by one Party of a breach of any portion of this Agreement by the other will not be considered as a continuing waiver or a change to the terms and obligations of this Agreement.
21. Controlling Law & Venue. The validity, interpretation and performance of this Agreement will be controlled and construed under the laws of the State of Texas. Any claim or cause of action filed will be in a court of competent jurisdiction in Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU shall be in Brazos County, Texas. The parties consent to such venue.
22. Notice. The Parties must provide written notice required under this Agreement via facsimile, electronically, or via overnight or certified mail to the persons designated below or as later modified in writing by the parties.

If to iLaw: iLaw Ventures, LLC
 Attn: Ken Randall
 302 Merchants Walk; Suite 250
 Tuscaloosa, AL 35406
 Fax: 239-325-3189
 Email: ken.randall@ilawventures.com

If to TAMU: Texas A&M University School of Law
 Attn: Margaret Demers
 1515 Commerce Street

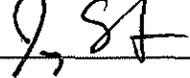
Fort Worth, Texas 76102
Fax: 817-212-4199
Email: mdemers@law.tamu.edu

23. Force Majeure. Neither Party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.
24. Non-Waiver. iLaw expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
25. Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and iLaw to attempt to resolve any claim for breach of contract made by iLaw that cannot be resolved in the ordinary course of business. iLaw shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine iLaw's claim and any counterclaim and negotiate with iLaw in an effort to resolve the claim.
26. Headings. Section headings in this Agreement are for convenience only, and are not to be considered a part of this Agreement.
27. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement, and will become effective when counterparts have been signed by each Party and delivered to the other Party. Transmission of signature pages by facsimile or by e-mail in a "pdf" format is acceptable.

LEFT BLANK INTENTIONALLY – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers, effective as of the Effective Date.

TEXAS A&M UNIVERSITY

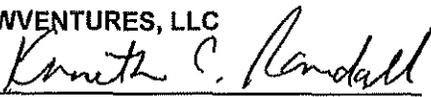
By: 

Name: Jerry R. Strawser

Title: Vice President for Finance and Administration & CFO

Date: 7/13/16

iLAWVENTURES, LLC

By: 

Name: Kenneth C. Randall

Title: President and CEO

Date: July 1, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
iLawVentures, LLC
Tuscaloosa, AL United States

Certificate Number:
2016-50928

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Texas A&M University School of Law

Date Filed:
05/05/2016

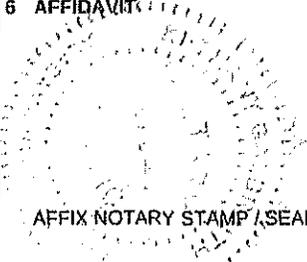
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2016-30956
Collaborate with Texas A&M School of Law to create and deliver two online LL.M. and/or Master's of Law programs.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Kenneth C. Randall
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kenneth C Randall, this the 5 day of May, 2016, to certify which, witness my hand and seal of office.

Bethany Galbraith
Signature of officer administering oath

Bethany Galbraith
Printed name of officer administering oath

Project Manager
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

iLawVentures, LLC
Tuscaloosa, AL United States

Certificate Number:
2016-50928

Date Filed:
05/05/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Texas A&M University School of Law

Date Acknowledged:
07/18/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-30956
Collaborate with Texas A&M School of Law to create and deliver two online LL.M. and/or Master's of Law programs.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath