

Addendum #5

(Student Fee/Program Waivers)

This Addendum #5 ("Addendum") dated as of _____ is an amendment to that certain Service Agreement dated as of March 26, 2015 (the "Service Agreement") between Academic Partnerships, LLC ("AP") and the University of West Florida for and on behalf of the University of West Florida Board of Trustees ("UWF"). This Addendum amends the Service Agreement as herein set forth and is fully incorporated herein.

1. **Revision to Section VII(A) of the Service Agreement.** Section 7(A) of the Service Agreement is amended to read as follows:

With respect to any Online Program for which AP will receive revenue-based payments, the University will collect all Revenue (defined to mean tuition and related fees received from students for the Online Programs) and will remit to AP an amount equal to the product of the applicable revenue percentage identified in each Addendum for the applicable Online Program multiplied by Revenue received, which shall be due and payable to AP within thirty (30) days of the receipt of the Revenue by University.

The University is not required to make payments except from Revenue received by the University. Any tuition or fees waived pursuant to the operation of Student Fee/Program Waivers described in Section VII(D) of this Service Agreement shall be disregarded for purposes of payments to AP.


2. Revisions to Addendum #2. This revision replaces the previous Addendum #2 dated March 16, 2015 and referenced in Section VII(D) of the Service Agreement.
 - A. **State Required Tuition and Fee Waivers.** Tuition and fee waivers required to be granted by Florida Statute or Florida Board of Governors Regulation shall be granted as required by law or regulation, as applicable. Students entitled to these waivers shall not be excluded from Online Programs due to their waiver status, but shall be admitted on the same basis as other students. Any tuition or fees waived pursuant to the operation of these waivers shall be disregarded for purposes of payments to AP. Any balance of Revenue collected with respect to a student entitled to a partial waiver shall be allocated between the University and AP in the same proportion as required for other Revenue received with respect to the applicable Online Program.
 - B. **University Tuition and Fee Waivers.** Tuition and fee waivers granted by the University pursuant to authority set forth in University Regulation 4.002 shall be granted as set forth in the regulation. Students entitled to these waivers shall not be excluded from Online Programs due to their waiver status, but shall be admitted on the same basis as other students. Any tuition or fees waived pursuant to the operation of these waivers shall be disregarded for purposes of payments to AP. Any balance of Revenue collected with respect to a student

entitled to a partial waiver shall be allocated between the University and AP in the same proportion as required for other Revenue received with respect to the applicable Online Program.

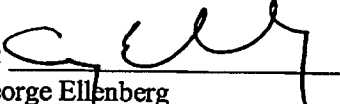
- C. **Graduate Assistant Waivers.** Graduate programs and/or degrees constituting Online Programs offered through the Service Agreement may elect to award Graduate Assistant Waivers subject to the following conditions:
- i. Each graduate program under the Service Agreement may award Graduate Assistant Waivers to up to two Graduate Assistants per semester once program enrollment reaches 50 students. One additional Graduate Assistant Waiver per semester is permitted at each increment of 25 students up to a maximum of five Graduate Assistant students for the program.
 - ii. The Graduate Assistant Waiver is for up to six credit hours per Graduate Assistant student, with the dollar value of the waiver equal to that of UWF's regular Graduate Assistant Matriculation Fee Waiver.
 - iii. Any balance of Revenue collected from a student who receives a Graduate Assistant Waiver shall be allocated between the University and AP in the same proportion as required for other Revenue received with respect to the applicable Online Program.
 - iv. Any salaries paid to the Graduate Assistant students will be the responsibility of UWF.
 - v. The Graduate Assistant students are appointed for one semester at a time and must reapply for each additional semester.

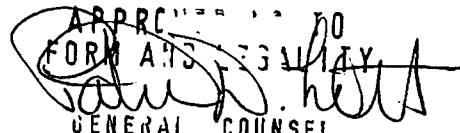
The following authorized representatives approve and accept this Addendum #5.

ACADEMIC PARTNERSHIPS, LLC

Signature: 
Name: Bryceon Sumner
Title: CFO
Date: 4-6-16

THE UNIVERSITY OF WEST FLORIDA

Signature: 
Name: George Ellenberg
Title: Vice Provost
Date: 4-13-16


GENERAL COUNSEL
9300/3.22.16
4-7-16