

Southern New Hampshire University College of Online and Continuing Education

CORPORATE ALLIANCE AGREEMENT

Southern New Hampshire University College of Online and Continuing Education is pleased to invite Association of Florida Colleges to join its Education Alliance Program. Enrollment in this program entitles Association of Florida Colleges members to participate in an affordable, accredited, and quality online university program at a reduced tuition rate. By participating in the Education Alliance Program, the parties agree as follows:

1. Provided the employee identifies Association of Florida Colleges on his or her application form, eligible members and immediate family members (spouses, domestic partners, parents, siblings and children) will receive a 10% tuition reduction applicable as of the date this Agreement is fully executed by the parties below. In addition, those eligible members and immediate family members who enroll in Southern New Hampshire University's graduate program will receive a waiver of the application fee normally required by Southern New Hampshire University. No application fee waiver, tuition credit or refund shall be made retroactively for any eligible employee or immediate family member already enrolled at Southern New Hampshire University on the date of execution of this Agreement; however, the tuition reduction shall be applied to such eligible members or immediate family members for course enrollments following the execution of this Agreement.

The terms of this Agreement are confined to programs managed by Southern New Hampshire University's College of Online and Continuing Education and shall not apply to any day programs provided by Southern New Hampshire University campus.

Southern New Hampshire University may change its tuition rates at any time in its sole discretion and the reduction will be calculated based on the current tuition in effect for the applicable academic term for the enrolled program. Eligible members and immediate family members shall not be entitled to any other reduction and are subject to all other admission and continuation requirements as set forth in the respective Southern New Hampshire University policies and catalogs.

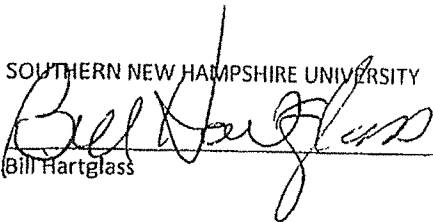
2. A designated Southern New Hampshire University Alliance Director will assist Association of Florida Colleges with publicity regarding the University Alliance Program, coordinating with Association of Florida Colleges to provide marketing opportunities and materials and to identify specific course offerings, certificate or degree programs which meet the specific needs of your members.
3. Association of Florida Colleges will identify Southern New Hampshire University as an education provider in print materials and on Association of Florida Colleges intranet site, and will provide a link to Southern New Hampshire University's micro website on Association of Florida Colleges intranet website, training, talent development and/or employee benefits page(s).
4. Association of Florida Colleges will work with the Alliance Director or designated representative of Southern New Hampshire University to collaborate and communicate the benefits and programs offered by Southern New Hampshire University to members of Association of Florida Colleges through mutually agreeable events such as electronic mail, direct mail, social media (including, but not limited to the use of social sites such as Facebook™, Linked-in®, and other events as the parties may agree (including, but not limited to lunch and learn conferences or on-site employee events at Association of Florida Colleges.
5. Each party will provide the other with an opportunity to review and approve all communication materials that are to be used in connection with this agreement and that contain the name, logo or other applicable intellectual property of the other, including the links on either party's Intranet site and/or learning portal and any applicable press releases, in advance of any use or publication of such materials.
6. Association of Florida Colleges is hereby granted a limited, non-exclusive license to use the Southern New Hampshire University name, tradename, trademarks and logos during the term of this Agreement for the sole purpose of performing Association of Florida Colleges obligations under this Agreement; and Southern New Hampshire University is hereby



granted a limited, non-exclusive license to use Association of Florida Colleges name, tradenames and logos during the term of this Agreement for the sole purpose of marketing to Association of Florida Colleges members any educational events sponsored in conjunction with Southern New Hampshire University. Use of the names and logos will be in accordance with any use guidellnes provided by each party to the other. Each party shall provide the other with examples of any materials using such other party's name or logo prior to releasing such other party's name, logo and other intellectual property of whatever form or format before it is distributed. The parties shall discontinue the use of the licensed marks and return any and all files and materials containing the licensed marks supplied by the owner at termination or expiration of the Agreement. Neither party grants to the other any interest in the other party's trademarks.

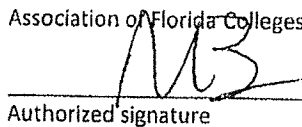
- 7. The term of this agreement is three (3) years from the date of execution of this agreement by both parties and will automatically renew for an additional three (3) year term unless either party sends the other a written notice of non-renewal at least 60 days before the expiration of this agreement. Students who began their program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this Agreement until such time the students complete or otherwise become discontinued from their program of continuous enrollment.
- 8. Either party shall have the right to terminate the Agreement after providing (60) days written notlce of its intent to terminate. Notwithstanding the foregoing, either party may terminate the Agreement immediately in the event that participation under the Agreement may give rise to a violation of any requirement of federal or state law of regulation of the requirements of any accrediting agency having jurisdiction.
- 9. Association of Florida Colleges acknowledges it has no ownership interest in the computer programs, Internet web pages, course materials, data, analyses, screens, manuals and other information of any kind that are used in Southern New Hampshire University's courses, as well as all updates and enhancements.
- 10. The relationship under this Agreement is that of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this Agreement. In no event will the agents, representatives or members of one party be deemed to be agents, representatives or members of the other.
- 11. This Agreement may be executed by a duly authorized representative of each party, either by electronic or facsimile transmission, each of which will be considered an original.
- 12. This University Alliance sets forth the entire understanding between the parties. Any amendments must be in writing and executed in the same manner as this agreement. It shall be governed by the laws of the State of New Hampshire.

SOUTHERN NEW HAMPSHIRE UNIVERSITY



Bill Hartglass

Association of Florida Colleges



Authorized signature

Vice President, Strategic Partnerships
College of Online & Continuing Education
Southern New Hampshire University

12/1/2016
Date

CEO - Michael Brewer
Printed name and title

11/28/16
Date