

Exhibit A-7

Program Term Sheet

This Exhibit A-7 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of January 1, 2011, between Embanet-Compass Knowledge Group Inc. (“**Company**”) and the University of Florida Board of Trustees (“**University**”). All terms of the Agreement remain in full force and effect, and this Program Term Sheet may not alter any of the terms of the Agreement. Capitalized terms not defined in this Program Term Sheet have the meaning provided in the Agreement.

1. **E-Learning Program:** The name of the E-Learning Program is UF Online, the University’s online baccalaureate degree program (the “E-Learning Program”) with initial degrees offered in the following fields.
 - Biology
 - Business
 - Criminology and Law
 - Environmental Management
 - Health Education
 - Psychology
 - Sports Management

Except as set forth in this Program Term Sheet, all of University’s undergraduate online education degree programs and degree-completion programs that lead to a recognized education credential from University are included in the E-Learning Program.

University will begin to transition its existing undergraduate online education programs (excluding, University’s Microbiology and Cellular Science, Internet Business Administration, and Fire Safety programs) to the E-Learning Program with official launch in its spring 2014 academic term. University will work in consultation with Company to add five (5) new online education degree or degree-completion programs (or other programs as mutually agreed by the Parties) to the E-Learning Program during each academic year, starting with the 2014-2015 academic year, until a minimum of 25 programs are in the e-Learning Program. These programs must be (a) among University’s 35 highest enrolled, existing, on-ground programs or as otherwise mutually agreed to on a case-by-case basis, (b) national in scope and appeal, (c) open to both in-state and out-of-state students, and (d) full programs that allow for first time in college and degree-completion students.

Any new programs after the five (5) per year or twenty-five (25) total are subject to the prior approval of Company in each instance. If Company does not approve a new program to be in the E-Learning Program, University may offer the program on its own or through another vendor or service provider.

[Redacted text block]

[Redacted text block]

- 2. **Effective Date:** The effective date of the E-Learning Program is September 1, 2013.
- 3. **Enrollment Term:** New Students may enter this E-Learning Program for the Spring, Summer B, and Fall terms. The Parties may establish other entry points for the E-Learning Program.
- 4. **College Steering Committee Designees**

For the University:

Elizabeth D. Phillips
William A. McCollough
Matthew Fajack

For the Company:

David Daniels
Todd Hitchcock
Alan Coheley

5. **Term:** The E-Learning Program and this Program Term Sheet will remain in effect until December 31, 2023 (the “**Term**”). The Academic Year begins at the start of the University’s Summer B term and ends at the end of the Summer A term in the following calendar year.

6. **Company Services:**

Service Offering	Yes/No
Marketing	Yes
Student Recruitment	Yes
Student Retention	Yes
Commercial Content	Yes

Course Development. Company will provide custom course development services for E-Learning Courses where Company and University agree that course development services may enhance the existing offerings or speed the launch of new programs that are in development. The specific course development services provided for University under this Program Term Sheet are subject to the mutual agreement of University and Company and the resource allocations set forth below (which may be adjusted or reallocated across Academic Years upon the mutual agreement of University and Company). The courses and course content developed as a result of Company’s course development services are subject to the ownership and license terms set forth in Section 8.

Academic Year	Course Development FTEs*
2013-2014	1.75
2014-2015	1.75
2015-2016	1.75
2016-2017	1.75
2017-2018	1.75
2018-2019	1.75
2019-2020	1.75
2020-2021	1.75
2021-2022	1.75
2022-2023	1.75
Partial Year 2023	0

* Calculated based on hours dedicated to these activities over the relevant time period by one or more individual. To the extent that a portion of the identified FTEs is not utilized, University and Company will re-allocate the funding for those FTEs to other activities that support the relationship established under this Agreement.

this Program Term Sheet. Contributions shall be in support of costs associated with Company's launching and supporting the E-Learning Program, including but not limited to, Marketing, Student Recruitment and Student Retention during the first five years of this Term Sheet. Company hereby commits to disclose to the University or its designees the marketing plans, media buy, and staffing resources funded by the University contributions for the E-Learning Program on an annual basis and to review that information with the University or its designees as requested.

b) **Company Distribution.** The “**Company Distribution**” shall be determined in accordance with the following.

Academic Year	Tuition Percentage (In-State)	Tuition Percentage (Out-of-State)	Tuition Percentage (Existing Students*)
2013-2014	██████	██████	██████
2014-2015	██████	██████	██████
2015-2016	██████	██████	██████
2016-2017	██████	██████	██████
2017-2018	██████	██████	██████
2018-2019	██████	██████	██████
2019-2020	██████	██████	██████
2020-2021	██████	██████	██████
2021-2022	██████	██████	██████
2022-2023	██████	██████	██████
Partial Year 2023	██████	██████	██████

*Existing students are students who are enrolled as of the Effective Date in an undergraduate online education degree or online degree-completion program at the University. If University desires to enroll students that do not fall into any of the classifications listed in the table above into UF Online courses, University and Company will work in good faith to determine the appropriate fee for those students.

If the actual Instructional Fees for any academic term are less than the minimums set forth below, University and Company shall negotiate in good faith appropriate changes to the fee structure of this Program Term Sheet to reflect the changed circumstances. If the Parties are unsuccessful in achieving mutually agreed changes to the fee structure, Pearson may terminate this Program Term Sheet upon 180 days’ written notice to the other party.

Academic Year	Minimum Instructional Fees (In-State)	Minimum Average Instructional Fees (Out-of-State)
2013-2014	██████	██████
2014-2015	██████	██████
2015-2016	██████	██████
2016-2017	██████	██████
2017-2018	██████	██████

2018-2019		
2019-2020		
2020-2021		
2021-2022		
2022-2023		
Partial Year 2023		

- c) If Company receives more than two hundred (200) inquiries in a month for programs that are not included in the E-Learning Program, University and Company shall work in good faith to address those inquiries and determine an appropriate fee structure for handling those inquiries.

8. Performance Indicators.

Company shall track performance for the E-Learning Program to measure success of the E-Learning Program against the defined targets set forth below. Failure to meet any of the performance targets listed in this Section is not a breach of this Program Term Sheet.

- a) **Lead-to-Start Conversion Rate.** The lead-to-start conversion rate is the percentage of “valid leads” that enroll in a degree program within the E-Learning Program within seven (7) months after lead generation. The rate shall be further refined by taking the average of the month being measured along with the rate calculated for the prior two (2) months. A “valid lead” is a named individual (1) for whom Company obtains all necessary information available for outreach and inquiry follow up and (2) who meets the program specific admissions requirements for first time in college or upper or lower division transfer students as communicated to Company by the University’s Office of Admissions prior to the start of the recruitment effort. For example, if 100 valid leads are generated in March and 11 of those enroll in the E-Learning Program by the end of September of the same year, the lead-to-start conversion rate for September would be initially calculated at 11%. However, if the January and February lead-to-start conversion rates were 10% and 9%, respectively, the rate applied to the September academic term starts would be adjusted to 10%.

[REDACTED]

Academic Year	In-State Tuition	Out-of-State Tuition	Total Tuition
2013-2014	██████████	██████████	██████████
2014-2015	██████████	██████████	██████████
2015-2016	██████████	██████████	██████████
2016-2017	██████████	██████████	██████████
2017-2018	██████████	██████████	██████████
2018-2019	██████████	██████████	██████████
2019-2020	██████████	██████████	██████████
2020-2021	██████████	██████████	██████████
2021-2022	██████████	██████████	██████████
2022-2023	██████████	██████████	██████████

The parties have caused this Program Term Sheet to be executed by their duly authorized representatives for the E-Learning Program and effective as of the Effective Date.

**EMBANET-COMPASS KNOWLEDGE
GROUP INC.**

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

By: _____

By: _____

Matthew Fajack
Vice President and Chief Financial
Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

Approved:

By: _____

Joseph Glover
Sr. Vice President for Academic Affairs
and Provost

Date: _____