

PROFESSIONAL SERVICES AGREEMENT

DELTAK EDU, LLC

AND

UNIVERSITY OF FLORIDA/INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES

This Professional Services Agreement (the “PSA”) is entered into as of this 29th day of June, 2012 (“Effective Date”) by and between Deltak edu, LLC, a Delaware limited liability company having its principal place of business at 1415 W. 22nd Street, Oakbrook, IL 60523 (“Deltak” or “Company”) and University of Florida/Institute of Food and Agricultural Sciences, having an address of P.O. Box 110620, Gainesville FL 32611 (“UF/IFAS” or “University”). Deltak and UF/IFAS may sometimes be referred to individually as a “Party”, or collectively as the “Parties”.

1. Services; Changes to Services. Deltak agrees to provide to UF/IFAS, and UF/IFAS agrees to pay Deltak to provide, the services (“Services”) specifically described in Statement of Work (“SOW”) documents attached to this PSA. Deltak shall not be required to perform, nor shall UF/IFAS be obligation to pay for, any services that have not been specified in an SOW.

2. Compensation; Payments. In consideration for the Services to be rendered by Deltak, UF/IFAS shall pay to Deltak the fees and any other consideration as set forth in the SOW, or any subsequent SOW executed by the Parties. Payments are due within thirty (30) days from the date of the invoice.

3. Term; Termination; Survival. The term of this PSA (“Term”) shall be as specified in the SOW. This PSA may be terminated by a non-breaching Party in the event the other Party breaches a material term of this PSA and fails to cure such breach within thirty (30) days of the non-breaching Party’s written notice of such breach. Upon any termination of this PSA, UF/IFAS shall pay Deltak all undisputed fees and/or obligations due and payable as of the termination date. Sections 4, 5, 6, and 7 shall survive any termination of this PSA if and to the

extent necessary to enable fulfillment of a Party’s rights and obligations.

4. Intellectual Property Rights. Information, design, specification, instruction, software, data, or material provided by one Party to the other Party for performance hereunder is referred to herein as “Material”. The Parties agree that each shall retain ownership of its Material. The intellectual property, including but not limited to, copyrights (“IP”) developed by each Party prior to this PSA or that is developed through the independent efforts of one Party, without reference to or incorporation of the other Party's IP or Confidential Information, shall remain the property of the developing Party, provided, however, that in no event will any IP rights to a Party’s brands, products and services become the property of the other Party. The provisions herein shall not prohibit Deltak from developing any future services or altering Deltak’s existing services either independent of this PSA or in conjunction with this PSA as a result of the Services provided hereunder or under any SOW. The Parties do not intend to jointly develop or create any IP under this PSA. To the extent the Parties subsequently determine that they wish to jointly develop any IP, they will enter into a

REF: UF REG 6C1-3.022
RE: PAYMENT TERMS

separate agreement for such purpose which will define the ownership and rights associated with any such jointly developed IP.

5. Confidentiality. “Confidential Information” shall mean all non-public or proprietary information disclosed by one Party to the other that is identified as confidential or proprietary or whose confidential nature is reasonably apparent. Such information shall be clearly defined as “Confidential Information” at the time it is shared with the other party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving Party; (b) was in the receiving Party’s lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving Party; or (e) is required to be disclosed by law, including the Florida Public Records Act. Each Party agrees to hold the other’s Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

6. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither Party’s aggregate liability for damages hereunder shall exceed the total amount of fees paid by and/or due from UF/IFAS under the applicable SOW.

7. Infringing Material; Indemnification.

A. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement of any third party’s Intellectual

Property Rights, or if in the Company’s reasonable opinion any of the University Material is, or is likely to infringe or otherwise violate a third party’s Intellectual Property Rights, the University shall at its own expense and option: (a) procure the right for the Company to continue using the University Material; (b) replace the University Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the University Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The University shall notify the Company if none of the foregoing options is economically feasible, and the Company may terminate the Distance Course that is impacted by the infringement.

B. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement of any third party’s Intellectual Property Rights, or if in the University’s reasonable opinion any of the Company Material is, or is likely to infringe or otherwise violate a third party’s Intellectual Property Rights, the Company shall at its own expense and option: (a) procure the right for the University to continue using the Company Material; (b) replace the Company Material with non-infringing equivalent material conforming to the applicable specifications required by this Agreement; or (c) modify the Company Material to make it non-infringing while conforming to the applicable specifications required by this Agreement. The Company shall notify the University if none of the foregoing options is economically feasible, and the University may terminate the Distance Course that is impacted by the infringement.

C. Company Indemnification. The Company shall defend, indemnify and hold

harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida, and the Florida Board of Governors, their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Company, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement. Nothing in this Agreement (a) denies the Company any remedy or defense available under the laws of the State of Florida; (b) constitutes consent by the State of Florida or its agents and agencies to be sued; or (c) constitutes a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes and related case law. 8. Warranties and Disclaimers. Deltak warrants that the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. If UF/IFAS reports a deficiency in the Services within thirty (30) days of performance of such Services, Deltak will re-perform the Services or, if Deltak is unable to re-perform the Services, UF/IFAS shall be entitled to recover the fees paid to Deltak for the deficient Services. This states UF/IFAS's sole remedy for deficient Services.

9. General.

Notices. Any notice or communication required to be given by either Party hereunder shall be in writing and shall be hand delivered or

sent by registered mail, return receipt requested to the Party receiving such communication at the address specified below or such other address as either Party in the future may specify to the other Party. All notices shall be effective only upon receipt.

To UF/IFAS:

Faith M. Oi
University of Florida
Entomology and Nematology Dept.
P.O. Box 110620
Gainesville, FL 32611-0620

To Deltak:

Deltak edu, LLC
1415 W. 22nd Street
Oakbrook, IL 60523
Attn: Susan D. Falotico, EVP and CFO

Relationship of the Parties. The Parties understand and agree that their relationship hereunder is one of contract, and that they are not and shall not be construed as partners, joint venturers, or agent and principal. In no event shall either Party be authorized to act for or on behalf of the other Party.

Choice of Law. Any dispute arising under this PSA shall be subject to the laws of the State of Florida, without regard to its principles of conflicts of laws.

Amendment. This PSA may be amended only in writing, signed by both Parties. Any purported oral modification hereof shall be void.

Entire Agreement. This PSA, including all exhibits or SOW(s) hereto, is the entire agreement between the Parties with respect to this subject matter, and supersedes all prior and contemporaneous discussions, communications, courses of performance or conduct, and agreements with respect thereto. In the event of

a conflict between this PSA and any SOW, the terms of this PSA shall supersede such conflicting terms unless the SOW explicitly states that the SOW term shall control.

This PSA, including exhibits or SOW(s) hereto, are governed by "Exhibit A" which details Mandatory Terms that must govern all University agreements.

IN WITNESS WHEREOF, the Parties have entered into this PSA as of the date first above written.

Deltak edu, LLC

Signature 

Printed Name Susan D. Falotico

Title: EVP & CFO

Dated: 06/29/12


Digitally signed by tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2012.06.29 13:58:07 -04'00'

Signature _____

Printed Name Taylor McKellips

Title: Purchasing Coordinator I

Dated: 6/29/2012

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

Exhibit A: MANDATORY & STANDARD TERMS

A. The University is not bound by the actions of Company with respect to third parties. The Company is not a division or agent of the University

B. The Company agrees that in the performance of this Agreement, neither the Company nor any employee of the Company shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement. The University reserves the right to request a copy of the Company's Drug Free Workplace Policy. The Company further agrees to insert a provision similar to this statement in all subcontracts for services under this Agreement.

C. State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibit discrimination based on race, creed, color, sex, age, national origin, marital status, or religion. The Company commits to the following:

1. The provisions of Executive Order 11246, "Equal Employment Opportunity," September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to this Agreement.
2. The Company has attached a complete certificate of non-segregated facilities to its proposal response.
3. If the Company expects to receive \$50,000 in orders during the first 12 months of this Agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
4. If the Company expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Company, subject to review upon request by the University.
5. The Company is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses, and permits, as they may apply to any matter under this Agreement. The Company must demonstrate that it is duly licensed by applicable regulatory bodies during the performance of this Agreement. Prior to the commencement of this Agreement, the Company shall provide evidence of licensing as may be requested by the University. Company shall, at no expense to the University, procure and keep in force during the entire period of this Agreement all applicable permits and licenses.
6. All books, accounts, reports, files and other records of Company that relate to this Agreement are subject at all reasonable times to inspection and audit by the University.
7. Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive environment for University students. Company and Company's subcontractors and suppliers for

this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. If the University reasonably determines that any person under the control of the Company has committed an act of sexual harassment, the Company shall cause that person to be removed from the project site and from University premises and take other action as may be reasonably necessary to cause the sexual harassment to cease.

8. University is an equal opportunity institution and encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad Company base is available. Company shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Faylene Welcome, Director of Small Business and Company Diversity, 352-392-0380.

9. All facilities of University of Florida are smoke free. Tobacco use is not permitted inside University buildings or within fifty (50) feet of doorways and air intakes. The Company covenants that it will respect and fully comply with the University's tobacco free policy.

10. The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, the Company covenants that it will engage in both waste recycling and the initial purchase of products containing recycled content.

11. The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are usually borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges as to services purchased under this Agreement.

12. Company shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Agreement.

13. Company is solely responsible for keeping itself fully informed of, requiring its subcontractors and agents to comply with, and faithfully observing all laws, ordinances, and regulations. The Company further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Company or any subcontractors to comply with the provisions of any and all applicable laws

14. The Company shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Company should contact Transportation and Parking Services at 352-392-2241.

15. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The University believes that sufficient funds can be obtained to pay all amounts due under any SOW executed by the University. In the event sufficient funds are not appropriated, nor budgeted or not otherwise legally available, the University shall notify Company of such occurrence and Company, in its sole discretion, may terminate the executory

portions of any outstanding SOW, and the University shall be responsible to pay for any services delivered by Company prior to the termination notice. Unless otherwise stated herein, the payment terms for this Agreement are net thirty (30) days. COMPANY OMBUDSMAN: The University's Company ombudsman whose duties include acting as an advocate for Company may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

16. The University will normally only consider price changes at the end of one Agreement period and the beginning of another. The University will not approve unsupported price increases that merely increase the gross profitability of the Company at the expense of the University. Price change requests shall be a factor in this Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

17. No trade usage, prior course of dealings, or course of performance under other agreements may be used in the interpretation or construction of this Agreement.

18. It is expressly understood and agreed that any articles which are the subject of or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with that corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301.

19. A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Company, supplier, subcontractor, or consultant for the University of Florida for a period of thirty-six (36) months from the date of being placed on the convicted list; a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

20. This Agreement may be unilaterally canceled for refusal by the Company to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S. and made or received by the Company in conjunction with this Agreement.

D. Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this Contract.

E. Conflict of Interest. Contractor, if an individual, represents that he/she is not an employee of University. Contractor, if an entity, represents that none of its employees, officers, members, partners or owners is an employee of University.

F. State Vendor Lists. Contractor represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

G. Taxes. The University is tax-exempt and therefore is not obligated to pay sales taxes on the Services. A copy of the University's Certificate of Exemption will be made available to Contractor upon request.

H. State Purchasing Requirements. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERISTY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this Contract and can satisfy the terms of this Contract with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this Contract and can satisfy the terms of this Contract with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

I. Independent Contractor. Contractor is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Services. Contractor shall have no authority to bind or commit University to any contract or other obligation. Contractor shall not act as or represent that it is the agent of University. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract.

STATEMENT OF WORK #1 (SOW #1)
TO THE
PROFESSIONAL SERVICES AGREEMENT
between
DELTAK EDU, LLC
AND
UNIVERSITY OF FLORIDA/INSTITUTE OF FOOD AND AGRICULTURAL
SCIENCES

This Statement of Work #1 (“SOW #1”) is entered into by Deltak edu, LLC and UF/IFAS as of June 29, 2012, and is governed by the terms of the Professional Services Agreement between the parties dated June 29, 2012.

1. Description of Services

Website Redesign and Build. The objective of the parties is for Deltak to create effective information architecture and an intuitive, user-friendly website design with the prime focus of navigational ease and Continuing Education Unit (CEU) purchase and learning delivery. The website will effectively market the online CEU services and programs of the University of Florida’s IFAS Pest Management University division. Users will seamlessly purchase, participate and complete, and receive proof of online CEU classes taken. Site will effectively merge the existing CEU content at <https://eces.ifas.ufl.edu/> with the informational site <http://pmu.ifas.ufl.edu/> and maintain the PMU site as the main URL. Additionally, the ground based CEU classes should also be able to be sold and highlighted on this site. The site should maintain a “look and feel” consistent with the University of Florida.

2. Services Details

Website Structure. The Website will be developed using a combination of Content Management System (“CMS”) website for information traffic and a Learning Management System (“LMS”) that requires login to access the content of the CEU courses. All <http://pmu.ifas.edu> information will be transferred to the new CMS and the sixty CEU courses will be transferred from the current Articulate LMS into the Engage LMS. Users of the website must register or renew registration annually to make any CEU purchases.

Content Management System (CMS). The main website will be built in an industry-standard CMS to enable text changes and other basic content without reprogramming.

Learning Management System (LMS). The LMS will utilize Deltak’s proprietary LMS called Engage which will have the standard industry-accepted LMS features. Deltak will help transfer the current CEU courses from Articulate or similar LMS to Engage and support the development and growth of additional CEU courses as needed. The LMS will provide information to show what CEU courses students have taken and how the students performed during the testing.

Technical. The sub-domain will be owned by UF/IFAS but redirected to Deltak to fully host, manage and support the sub-domain and all of its pages. The website will be hosted by Deltak.

4. **Project Timeline/ Deliverables.** The Service will commence upon execution of this SOW #1 and will be considered complete when ten (10) courses are ready for use on Deltak's Learning Management System (LMS) "Engage", hosted by Deltak. Subject to the faithful performance of UF/IFAS's obligations as set forth herein, the website is expected to be ready for launch within six (6) months of contract execution. Deltak and UF/IFAS commit to timely performing their respective obligations hereunder.

5. **UF/IFAS's Obligations.** UF/IFAS agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Deltak to perform the Services. UF/IFAS acknowledges that Deltak's ability to provide Services as set forth herein may be affected if UF/IFAS does not provide reasonable assistance as set forth above. UF/IFAS grants to Deltak a non-exclusive, non-transferable, royalty free, limited license to use the specific UF/IFAS name, trademark(s)/service mark(s) (hereinafter "Marks") provided by UF/IFAS to Deltak for use in emails and on the web site managed by Deltak in connection with Deltak's performing the work in SOW #1. The Marks shall: (a) clearly identify UF/IFAS as the owner of the Marks; (b) conform to US/IFAS's then-current trademark and logo guidelines; and (c) include local notice or markings as required by law. Each of the Marks has been in use by UF/IFAS in the marketplace prior to the date of this SOW and there is a level of quality associated with each Mark. Deltak agrees to use the Marks only in a manner which reflects positively (in the reasonable discretion of UF/IFAS) on the goodwill of the Marks. Deltak agrees that the Marks are subject to the standards and specifications of the University, including, the University Identity Standards (please see identity.ufl.edu) and Deltak shall not deviate from usage in compliance with such standards. In the event any desired usage of the Marks is not within the license granted herein, Deltak shall seek written approval of the University's Vice President for University Relations or his/her designee.

6. **Project Management.** Each party shall designate a Project Manager who shall work together with the other party's Project Manager to facilitate an efficient delivery of Services.

7. **Change Order.** In order to change the Description of Services set forth above, UF/IFAS will submit a written request to Deltak specifying the proposed changes in detail and Deltak will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change in Services. Deltak will continue performing the Services in accordance with this SOW #1 until the parties agree in writing on the change in scope of work, scheduling, and fees.

8. **License.** Deltak grants UF/IFAS a perpetual, non-exclusive, non-transferable, royalty-free license to use all developments created solely for UF/IFAS under this SOW #1 ("Service Developments"). Deltak shall retain all copyrights, patent rights, and other intellectual property rights in the Service Developments. This SOW #1 supersedes the PSA to the extent of any conflict in terms with respect to the ownership and license of Service Developments.

9. **Payment Provisions.**

Services Fees. UF/IFAS shall pay Deltak twenty five thousand dollars (\$25,000.00) ("Development Fee") for web site development and transfer of content to Deltak's Engage LMS. The Development Fee shall be payable as follows: Twenty-five percent (25%) upon execution of this agreement, twenty-five percent upon UF/IFAS's final approval of Deltak's Website Redesign & Build; fifty percent (50%) upon completion of web site development and transfer of first ten (10) courses into the Engage LMS.

Invoices shall be due net 30 upon receipt. Interest at the lesser rate of one and one-half percent (1 ½%), or the maximum allowed by Florida law, Section 55.03, Florida Statutes, per month may be added to the amount of any payment that has not been paid within thirty (30) days of the invoice date.

10. **Use.** After completion of the Services under this SOW #1, Deltak will commence hosting the CEU courses as provided under SOW #2.

IN WITNESS WHEREOF, the Parties have entered into this SOW#1 as of the date first above written.

Deltak edu, LLC

Signature  _____

Printed Name Susan D. Falotico

Title: EVP & CFO

Dated: 06/29/12

University of Florida Board of Trustees

Signature  _____
Digitally signed by
tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2012.06.29 13:58:46 -04'00'

Printed Name Taylor McKellips

Title: Purchasing Coordinator

Dated: 6/29/2012

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

STATEMENT OF WORK #2 (SOW #2)

TO THE PROFESSIONAL SERVICES AGREEMENT

between
DELTAK EDU, LLC

AND
UNIVERSITY OF FLORIDA/INSTITUTE OF FOOD AND AGRICULTURAL
SCIENCES

This Statement of Work #2 (“SOW #2”) is entered into by Deltak edu, LLC and UF/IFAS as of June 29, 2012, and is governed by the terms of the Professional Services Agreement between the parties dated June 29, 2012.

1. Description of Services

Website and Learning Management System Hosting. Following the completion of SOW #1 to the Agreement, Deltak will host and manage the website for online CEU services and courses of the University of Florida’s IFAS Pest Management University division at <http://pmu.ifas.ufl.edu>. Users will seamlessly purchase, participate and complete, and receive proof of online CEU classes taken. Additionally, the ground based CEU classes should also be able to be sold and highlighted on this site.

2. Services Details

Website Structure. The Website will be managed using a combination of Content Management System (“CMS”) website for information and traffic and a Learning Management System (“LMS”) that requires login to access the CEU courses. Users of the website must register or renew registration annually to make any CEU purchases.

Content Management System (CMS). The main website will be managed in an industry-standard CMS to enable text changes and other basic content without reprogramming.

Learning Management System (LMS). The LMS will be managed in Deltak’s proprietary LMS called Engage which will have the standard industry-accepted LMS features. Deltak will help support the development and growth of additional CEU courses as needed. All content for CEU courses will be provided by UF/IFAS. It shall be UF/IFAS’s responsibility to ensure that all courses are compliant with state, federal and industry regulations.

Technical. The sub-domain will be owned by UF/IFAS but redirected to Deltak to fully host, manage and support the sub-domain and all of its pages. 24x7 support will be provided by Deltak to help support technical issues.

Marketing. Deltak will market the website through onsite search engine optimization only and appropriate email marketing using list(s) provided by UF/IFAS. UF/IFAS shall be responsible for ensuring that email lists comply with all state and federal regulations, including, but not limited to anti-SPAM regulations. Any additional marketing efforts will be considered a separate statement of work and must be agreed to in writing separately.

4. Project Timeline / Deliverables, Term. The Service will commence upon completion of SOW #1 and hosting will continue for two years from commencement (the “Term of SOW #2”). At the end of the Term of SOW #2, and every two years thereafter, the Service will auto renew for an additional two years (each a “Renewal Term”) unless notice of non-renewal is given in writing by either party three months prior to the end of the then-current term

5. Termination. This SOW may be terminated (1) by mutual consent of the Parties; (2) upon sixty (60) days’ advance written notice by one Party if the other Party commits a material breach of the this SOW and the breaching Party has not cured the material breach during the sixty-day period; or (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against the other Party and remain un-dismissed for sixty (60) days.

Additionally, upon termination for any reason, the parties shall return the Materials in their possession or under their control to the owner of the Materials.

Termination by University.

A. The University reserves the right to terminate this SOW immediately in whole or in part due to the failure of the Company to acquire and maintain all required insurance policies, bonds, licenses, and permits. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision and payment of any and all amounts then due to Company, University Material shall be delivered to the University on demand.

B. The University may, by written notice to the Company, immediately cancel this SOW if it is discovered by the University that gratuities in the form of entertainment, gifts, or other items of value were offered or given by the Company or any agent or representative of the Company to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to performing this SOW. If this SOW is canceled by the University pursuant to this provision, University may, in addition to any other rights and remedies, recover or withhold the amount of the cost incurred by Company in providing those gratuities.

C. The University may immediately cancel this SOW without further obligation on the part of the University if sufficient appropriated funding is unavailable to assure full performance of the terms. The University shall notify Company in writing of the non-appropriation as soon as reasonably possible. No penalty accrues to the University if this cancellation provision is exercised. This cancellation provision does not permit the University to terminate this SOW in order to acquire similar equipment, material, supplies, or services from another party.

D. The University may by written notice to the Company immediately terminate this SOW, if the University determines that the Company has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but limited to, being disapproved as a subcontractor Company of any public procurement unit or other governmental body.

E. Provided the University is not in breach of its obligations hereunder, Company shall continue to perform, in accordance with the requirements of this SOW, up to the date of termination, as directed in the termination notice.

6. UF/IFAS's Obligations. UF/IFAS agrees to provide assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Deltak to perform the Services. UF/IFAS acknowledges that Deltak's ability to provide Services as set forth herein may be affected if UF/IFAS does not provide reasonable assistance as set forth above. UF/IFAS grants to Deltak a non-exclusive, non-transferable, royalty free, limited license to use the specific UF/IFAS name, trademark(s)/service mark(s) (hereinafter "Marks") provided by UF/IFAS to Deltak for use in emails and on the web site managed by Deltak in connection with Deltak's performing the work in SOW #2. The Marks shall: (a) clearly identify UF/IFAS as the owner of the Marks; (b) conform to UF/IFAS's then-current trademark and logo guidelines; and (c) include local notice or markings as required by law. Each of the Marks has been in use by UF/IFAS in the marketplace prior to the date of this SOW and there is a level of quality associated with each Mark. Deltak agrees to use the Marks only in a manner which reflects positively (in the reasonable discretion of UF/IFAS) on the goodwill of the Marks. Deltak agrees that the Marks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu) and Deltak shall not deviate from usage in compliance with such standards. In the event any desired usage of the Marks is not within the license granted herein, Deltak shall seek written approval of the University's Vice President for University Relations or his/her designee.

7. Project Management. Each party shall designate a Project Manager who shall work together with the other party's Project Manager to facilitate an efficient delivery of Services.

8. Change Order. In order to change the Description of Services set forth above, UF/IFAS will submit a written request to Deltak specifying the proposed changes in detail and Deltak will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change in Services. Deltak will continue performing the Services in accordance with this SOW #2 until the parties agree in writing on the change in scope of work, scheduling, and fees.

9. License. During the Term of SOW #2, Deltak grants UF/IFAS a non-exclusive, non-transferable, royalty-free license to use all developments created solely for UF/IFAS under this SOW #2 ("Service Developments"). Deltak shall retain all copyrights, patent rights, and other intellectual property rights in the Service Developments.

10. Publicity. Neither party shall advertise or publish information concerning this SOW or the PSA without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Payment Provisions.

Services Fees. UF/IFAS shall pay Deltak \$3.00 for every annually registered user (new or renewed) of the hosted website during the term of this SOW #2. Users of the website must register or renew registration annually to make any CEU purchases.

Deltak will use a payment processing company or merchant banking system to collect all fees for CEU purchases. Any fees associated with the use of a payment processing company will be automatically deducted from the money due to UF/IFAS. All fees collected from CEU purchases

minus processing fees and registered user fees will be paid to UF/IFAS from Deltak on a quarterly basis.

12. Maintenance Of Records. The Parties shall maintain all books and records relative to this SOW for the longer of three (3) years after termination or expiration of this SOW and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law. With each payment from Deltak to UF/IFAS, Deltak shall provide UF/IFAS with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Participants and all deductions applied in the calculation of Instructional Fees.

13. Family Educational Rights and Privacy Act. Deltak shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this SOW, including, the Family Educational Rights and Privacy Act (known as "FERPA").

IN WITNESS WHEREOF, the Parties have entered into this SOW#2 as of the date first above written.

Deltak edu, LLC

Signature  _____

Printed Name Susan D. Falotico

Title: EVP & CFO

Dated: 06/29/12

University of Florida Board of Trustees

Signature  _____
Digitally signed by
tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2012.06.29 14:00:11 -04'00'

Printed Name Taylor McKellips

Title: Purchasing Coordinator

Dated: 6/29/2012

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250