

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of April 1, 2014 (the "Effective Date") between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Medicine, Department of Aging and Geriatric Research ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to market and promote the online Graduate Certificate in Aging & Geriatric Practice in the College of Medicine to potential students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and Intellectual Property Rights in materials that are provided by the Company for the Distance Program.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Program" means course offerings designed to fulfill a particular set of learning objectives as listed in Exhibit A.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Program instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in courses for the Distance Program. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees. Student fees charged by the University are excluded.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Program as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in the Distance Program after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Program (see Exhibit A).

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Program, subject to Section III.E.

2. Student Recruitment. The Company, in coordination with the University, shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Program.

4. Faculty Support. The Company shall provide general faculty support for suggested best practice, media tool usage and other support as needed.

5. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Program. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for Students and Faculty to the Distance Program.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting credits to Students who successfully complete courses in the Distance Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Program.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee before any public posting. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu)

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published tuition payment deadline for the Distance Program, the University shall report paid Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Program. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term"). This Agreement automatically renews for an additional two (2) years, unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

B. Termination. This Agreement may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Program during the agreed period of time following first Student enrollment according to Section 6 of Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Program, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate

this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services or work with an educational institution to provide services that are similar to the Distance Program; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. 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.

XI. MANDATORY 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And Department of Aging and Geriatric Research 2004 Mowry Road, PO Box 112610 Gainesville, FL 32610 Attention: Laurence Solberg, MD, AGSF, Division Chief, Career Development & Education

Either Party shall notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any

attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section X.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON LLC

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

By:

John Everett
President and CEO

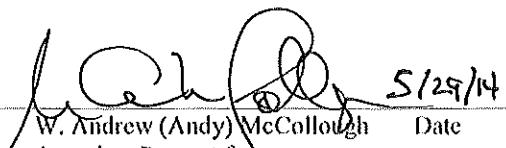
By:

Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Date

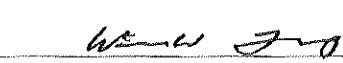
Approved:

By:


W. Andrew (Andy) McCollough
Associate Provost for
IT, E-Learning and Distance Education

5/29/14
Date

By:


Michael Good
Dean, College of Medicine
University of Florida

5/29/14
Date

By:


Deborah W. Vincent, Director
2014.05.27 12:23:58 -04'00'
David S. Guzick, M.D., Ph.D.
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

Date

EXHIBIT A
PROGRAM TERM SHEET

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. Distance Program: The Distance Program is described as follows:

The online Graduate Certificate in Aging & Geriatric Practice offered by the Department of Aging & Geriatric Research.

2. Enrollment Term: New Students may enter Distance Program for the Fall, Spring and Summer terms. Each new enrollment must be approved by the UF College of Medicine following standard enrollment and registration procedures. The first enrollments will be for spring semester 2015.

3. Steering Committee Designees

a. For the University:

Christy Carter, PhD Assistant Professor, Department of Aging and Geriatric Research, Institute on Aging
Lauren Solberg, JD, MTS Assistant Professor, Departments of Community Health & Family Medicine, Aging & Geriatric Research, and Psychiatry
Laurence Solberg, MD, AGSF Associate Professor, Department of Aging and Geriatric Research, Division Chief, Geriatric Medicine and Career Development & Education

b. For the Company:

John Everett, CEO
Ann-Louise Everett, COO
Susan Kelly, CMO

4. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design	No
Customer Service and Technical Support	Yes

Regulatory Assessment	Yes
-----------------------	-----

5. **Company Distribution:** Forty per cent (40%). However, Instructional fees for NIH-funded Students are excluded from the Company Distribution. Instructional fees for Students enrolled in elective courses offered outside of the Department of Aging and Geriatric Research, and for which the Department of Aging and Geriatric Research collects no revenue, are also excluded from the Company Distribution.
6. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 15 Students are not enrolled within twelve (12) months after the first enrollment. Participants must be properly registered and enrolled by UF Registrar's Office in one or more required courses within the Distance Program in order to count toward the total of 15 Students.

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of April 1, 2014 (the "Effective Date") between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Medicine, Department of Aging and Geriatric Research ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to market and promote the online Graduate Certificate in Aging & Geriatric Practice in the College of Medicine to potential students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.
- B. "Company Material" means all materials and Intellectual Property Rights in materials that are provided by the Company for the Distance Program.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Program" means course offerings designed to fulfill a particular set of learning objectives as listed in Exhibit A.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to provide Distance Program instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in courses for the Distance Program. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees. Student fees charged by the University are excluded.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Program as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in the Distance Program after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Program (see Exhibit A).

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Program, subject to Section III.E.

2. Student Recruitment. The Company, in coordination with the University, shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Program.

4. Faculty Support. The Company shall provide general faculty support for suggested best practice, media tool usage and other support as needed.

5. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Program. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for Students and Faculty to the Distance Program.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting credits to Students who successfully complete courses in the Distance Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Program.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty of other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee before any public posting. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu)

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published tuition payment deadline for the Distance Program, the University shall report paid Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Program. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term"). This Agreement automatically renews for an additional two (2) years, unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

B. Termination. This Agreement may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Program during the agreed period of time following first Student enrollment according to Section 6 of Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Program, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate

this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services or work with an educational institution to provide services that are similar to the Distance Program; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and

c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. 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.

XI. MANDATORY 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And Department of Aging and Geriatric Research 2004 Mowry Road, PO Box 112610 Gainesville, FL 32610 Attention: Laurence Solberg, MD, AGSF, Division Chief, Career Development & Education

Either Party shall notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any

attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section X.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON LLC

By:

 John Everett 6/6/14

John Everett
President and CEO

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

By:



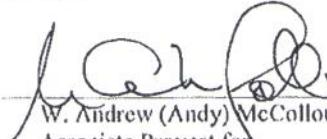
Digitally signed by
tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2014.06.06 07:38:01 -04'00'

Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Date

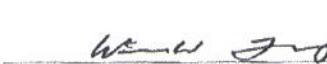
Approved:

By:

 5/29/14

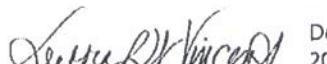
W. Andrew (Andy) McCollough Date
Associate Provost for
IT, E-Learning and Distance Education

By:

 5/27/14

Michael Good Date
Dean, College of Medicine
University of Florida

By:

 Deborah W. Vincent, Director
2014.05.27 12:23:58 -04'00'

David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

EXHIBIT A
PROGRAM TERM SHEET

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. Distance Program: The Distance Program is described as follows:

The online Graduate Certificate in Aging & Geriatric Practice offered by the Department of Aging & Geriatric Research.

2. Enrollment Term: New Students may enter Distance Program for the Fall, Spring and Summer terms. Each new enrollment must be approved by the UF College of Medicine following standard enrollment and registration procedures. The first enrollments will be for spring semester 2015.

3. Steering Committee Designees

a. For the University:

Christy Carter, PhD Assistant Professor, Department of Aging and Geriatric Research, Institute on Aging
Lauren Solberg, JD, MTS Assistant Professor, Departments of Community Health & Family Medicine, Aging & Geriatric Research, and Psychiatry
Laurence Solberg, MD, AGSF Associate Professor, Department of Aging and Geriatric Research, Division Chief, Geriatric Medicine and Career Development & Education

b. For the Company:

John Everett, CEO
Ann-Louise Everett, COO
Susan Kelly, CMO

4. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design	No
Customer Service and Technical Support	Yes

Regulatory Assessment	Yes
-----------------------	-----

5. **Company Distribution:** Forty per cent (40%). However, Instructional fees for NIH-funded Students are excluded from the Company Distribution. Instructional fees for Students enrolled in elective courses offered outside of the Department of Aging and Geriatric Research, and for which the Department of Aging and Geriatric Research collects no revenue, are also excluded from the Company Distribution.
6. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 15 Students are not enrolled within twelve (12) months after the first enrollment. Participants must be properly registered and enrolled by UF Registrar's Office in one or more required courses within the Distance Program in order to count toward the total of 15 Students.

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of April 20, 2015 between Apollidon, L.L.C., ("the Company") a Delaware limited liability company authorized to conduct business in Florida and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the UF College of Medicine ("the University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.
- G. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.
- H. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

- I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.
- J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.
- K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.
- L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.
- M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.
- N. “Term” means the time period defined in Section VIII.A of this Agreement.
- O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

- 1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.
 - a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.
 - b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.
 - c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
 - d. Faculty Support. The Company shall provide course development support to the Faculty.
 - e. Instructional Services and Related Support. The Company shall provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. **Responsibilities of the University.**

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
4. **Technology.**
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.
5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. **Steering Committee**

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.
2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

- a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.
- b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.
2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

- a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.
- b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee.

The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.
 2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.
 3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.
- G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

- A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.
- B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential

Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

- C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

- A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.
- B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.
- C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.
- D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including,

those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.
2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.
3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.
5. The University may by written notice to the Company immediately terminate this Agreement 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.
6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. **Organization.** The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.
2. **No Conflict.** The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.
3. **Right to Use.** The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.
4. **Infringement.** The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
5. **Resources.** The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.
6. **Services Commitment.** The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.
8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.
9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:
 - a. no employee of the University and no employee’s relative has a substantial interest in any agreement subsequent to this Agreement;
 - b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
 - c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.
10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.
3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. **Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.
2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.
3. **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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.
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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).
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.

XII. GENERAL PROVISIONS

- A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

- C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
<p>Apollidon, LLC 3689 Tampa Rd., Suite 320 Oldsmar, FL 34677</p> <p>Attention: Attention: John Everett, President and CEO</p>	<p>235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175</p> <p>Attention: Provost And</p> <p>Department of Physiology and Functional Genomics University of Florida College of Medicine P.O. Box 100274 Gainesville, FL 32611-0274</p> <p>Attention: Program Director</p>

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

- D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.
- E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.
- F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.
- G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.
- H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.
- I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot,

provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

- J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

**UNIVERSITY OF FLORIDA BOARD
OF TRUSTEES**

By: _____

John Everett
President and CEO

By: _____

Lisa S. Deal
Director of Purchasing, Division of Finance and
Accounting

Date: _____

Date: _____

Approved:

By: _____

W. Andrew (Andy) McCollough, Ph.D.,
Associate Provost for IT, E-Learning and
Distance Education

Date: _____

By: JC Faustino

Print Name: Joseph C. Faustino, MD
Dean, College of Medicine

Date: 8/23/15

EXHIBIT A
PROGRAM TERM SHEET

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. Program:

The online Graduate Certificate in Medical Physiology - Cardiovascular/ Renal Physiology and Pathophysiology offered by the College of Medicine.

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

3. Enrollment Term: New Students may enter these Distance Courses for the *summer, fall and spring* terms, beginning in the fall of 2015.

4. Steering Committee Designees

a. For the University:

Charles E Wood, Professor and Chair, Department of Physiology and Functional Genomics

Peter Sayeski, Professor, Department of Physiology and Functional Genomics

Bruce Stevens, Professor, Department of Physiology and Functional Genomics

Brian K. Marchman, Director, Distance Learning

b. For the Company:

John Everett, CEO

Ann-Louise Everett, COO

Susan Kelly, CMO

5. Company Distribution: Forty per cent (40%).

6. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if program minimums of an average annual 25% increase in enrollments over the previous 3 semesters, from (the date of signing) are not attained.

DISTANCE EDUCATION AGREEMENT

For-Credit Programs

THIS AGREEMENT is entered into as of October 28, 2015 between Apollidon, L.L.C., ("the Company") a Delaware limited liability company authorized to conduct business in Florida and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the UF College of Medicine ("the University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.
- G. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation

of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

- H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.
- I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.
- J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.
- K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.
- L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.
- M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.
- N. “Term” means the time period defined in Section VIII.A of this Agreement.
- O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties may designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

- a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.
- b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.
- c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
- d. Faculty Support. The Company shall provide course development support to the Faculty.

- e. Instructional Services and Related Support. The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.
2. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
4. Technology.
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.
5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. Members. The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and

an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.
2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.
3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants,

contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days: or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint

or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.
2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.
3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.
4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.
6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.
7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.
8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.
9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:
 - a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
 - c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.
10. **False Statements.** Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

- 1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- 2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.
- 3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

- A. Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.
- B. Infringing Material; Indemnification**

- 1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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, trustees, 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.

XI. MANDATORY 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 offensive academic 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 Kathey Porter, Director of Small Business and Company Diversity, 352-392-0380.

9. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 320 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And

	<p>Department of Physiology and Functional Genomics University of Florida College of Medicine P.O. Box 100274 Gainesville, FL 32611-0274</p> <p>Attention: Program Director</p>
--	--

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

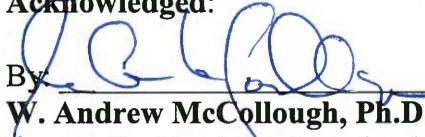
By: _____
John Everett
President and CEO

Date: _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Approved: _____
By: Rob Luetjen
Lisa S. Deal Rob Luetjen
Director of Procurement Services Purchasing Coordinator II
Date: 5/25/2016

Acknowledged:

By: 
W. Andrew McCollough, Ph.D., Associate
Provost for Teaching & Technology
Date: 5/25/16

By:

Print Name: Joseph Fantone, M.D.
Sr. Associate Dean for Educational Affairs ,
College of Medicine
Date: 10/28/15

IF APPLICABLE:

By: _____
Kathy Porter
Director, Small Business & Vendor Diversity
Relations
Date: _____

EXHIBIT A

PROGRAM TERM SHEET

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.

Program:

Graduate Certificate in Medical Physiology

Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Faculty Support	Yes
Instructional Services and Related Support	No

Enrollment Term: New Students may enter these Distance Courses for the *summer, fall and spring* terms, beginning in the Spring of 2016.

Steering Committee Designees

For the University:

- Charles E Wood, Professor and Chair, Department of Physiology and Functional Genomics
- Peter Sayeski, Professor, Department of Physiology and Functional Genomics
- Bruce Stevens, Professor, Department of Physiology and Functional Genomics

For the Company:

- John Everett, CEO
- Ann-Louise Everett, COO
- Susan Kelly, CMO

Company Distribution: Forty per cent (40%).

Minimum Number of Students: This Medical Physiology certificate consists of a reconfiguration of courses in order to provide a broader and more flexible portfolio of course offerings, together with its companion Graduate Certificate in Medical Physiology with a Specialization in Cardiovascular/Renal Physiology and Pathophysiology. Minimums apply to combined enrollments from both certificates.

Therefore:

Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination unless there are 72 Student enrollments in the combined Certificate in Medical Physiology and Certificate in Medical Physiology with a Specialization in Cardiovascular/Renal Physiology and Pathophysiology Programs within 24 months after the first enrollment.

DISTANCE EDUCATION AGREEMENT

For-Credit Programs

THIS AGREEMENT is entered into as of October 28, 2015 between Apollidon, L.L.C., ("the Company") a Delaware limited liability company authorized to conduct business in Florida and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the UF College of Medicine ("the University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.
- G. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation

of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

- H. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.
- I. "Party" or "Parties" means either the Company or the University or collectively the Company and the University.
- J. "Program" means the University-approved curriculum that is referenced in the Program Term Sheet.
- K. "Program Term Sheet" means the form that specifies operational terms for the Program in Exhibit A.
- L. "Steering Committee" means the committee of Company and University representatives established pursuant to Section III.C.
- M. "Students" means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.
- N. "Term" means the time period defined in Section VIII.A of this Agreement.
- O. "University Material" means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties may designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

- a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.
- b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.
- c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
- d. Faculty Support. The Company shall provide course development support to the Faculty.

- e. Instructional Services and Related Support. The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.
 2. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.
- B. Responsibilities of the University.
1. Curriculum and Content. University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
 2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
 3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
 4. Technology.
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.
 5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. Members. The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and

an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants,

contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint

or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.
2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.
3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.
4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.
6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.
7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.
8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.
9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:
 - a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
 - c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.
10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

- 1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
- 2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.
- 3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

- 1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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, trustees, 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.

XI. MANDATORY 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 offensive academic 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 Kathey Porter, Director of Small Business and Company Diversity, 352-392-0380.

9. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).
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.

XII. GENERAL PROVISIONS

- A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.
- C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 320 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And

	<p>Department of Physiology and Functional Genomics University of Florida College of Medicine P.O. Box 100274 Gainesville, FL 32611-0274</p> <p>Attention: Program Director</p>
--	--

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: J Everett
John Everett
President and CEO

Date: 6/1/16

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Approved: Rob Luetjen
By: Rob Luetjen
Lisa S. Deal Rob Luetjen
Director of Procurement Services Purchasing Coordinator II
Date: 5/25/2016

Acknowledged:

By: W. Andrew McCollough, Ph.D., Associate
Provost for Teaching & Technology
Date: 5/25/11

By:

Print Name: Joseph Fantone, M.D.
Sr. Associate Dean for Educational Affairs ,
College of Medicine
Date: 10/28/15

IF APPLICABLE:

By: _____
Katheryn Porter
Director, Small Business & Vendor Diversity
Relations
Date: _____

EXHIBIT A PROGRAM TERM SHEET

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.

Program:

Graduate Certificate in Medical Physiology

Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Faculty Support	Yes
Instructional Services and Related Support	No

Enrollment Term: New Students may enter these Distance Courses for the *summer, fall and spring* terms, beginning in the Spring of 2016.

Steering Committee Designees

For the University:

- Charles E Wood, Professor and Chair, Department of Physiology and Functional Genomics
- Peter Sayeski, Professor, Department of Physiology and Functional Genomics
- Bruce Stevens, Professor, Department of Physiology and Functional Genomics

For the Company:

- John Everett, CEO
- Ann-Louise Everett, COO
- Susan Kelly, CMO

Company Distribution: Forty per cent (40%).

Minimum Number of Students: This Medical Physiology certificate consists of a reconfiguration of courses in order to provide a broader and more flexible portfolio of course offerings, together with its companion Graduate Certificate in Medical Physiology with a Specialization in Cardiovascular/Renal Physiology and Pathophysiology. Minimums apply to combined enrollments from both certificates.

Therefore:

Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination unless there are 72 Student enrollments in the combined Certificate in Medical Physiology and Certificate in Medical Physiology with a Specialization in Cardiovascular/Renal Physiology and Pathophysiology Programs within 24 months after the first enrollment.

DISTANCE EDUCATION AGREEMENT
For-Credit Programs

THIS AGREEMENT is entered into as of September 1, 2015 between Apollidon, L.L.C., ("the Company") a Delaware limited liability company authorized to conduct business in Florida and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the UF College of Medicine ("the University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.
- G. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.
- H. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

- I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.
- J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.
- K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.
- L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.
- M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.
- N. “Term” means the time period defined in Section VIII.A of this Agreement.
- O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

- I. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.
 - a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.
 - b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.
 - c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
 - d. Faculty Support. The Company shall provide course development support to the Faculty.
 - e. Instructional Services and Related Support. The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. Responsibilities of the University.

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
4. **Technology.**
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.
5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. Steering Committee

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.
2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

- a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.
- b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.
2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

- a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.
- b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee.

The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. **Distribution of Instructional Fees.** Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.
 2. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.
 3. **Funding.** Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.
- G. **Maintenance of Records.** The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

- A. **Confidentiality.** Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.
- B. **Return of Confidential Information.** Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential

Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

- C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

- A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.
- B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.
- C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.
- D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including,

those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.
2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.
3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.
5. The University may by written notice to the Company immediately terminate this Agreement 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.
6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. **Organization.** The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.
2. **No Conflict.** The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.
3. **Right to Use.** The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.
4. **Infringement.** The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
5. **Resources.** The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.
6. **Services Commitment.** The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. **Compliance with Laws.** The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.
8. **Liens.** The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.
9. **Certification.** The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:
 - a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
 - b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
 - c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.
10. **False Statements.** Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. **University Warranties.**

1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.
3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. **Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.
2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.
3. **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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.
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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(S)(e)).
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.

XII. GENERAL PROVISIONS

- A. **Further Actions.** The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- B. **Interpretation; Severability.** The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

- C. **Notices.** The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 320 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And Department of Physiology and Functional Genomics University of Florida College of Medicine P.O. Box 100274 Gainesville, FL 32611-0274
Attention: Attention: John Everett, President and CEO	Attention: Program Director

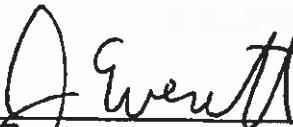
Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

- D. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.
- E. **Assignment.** Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.
- F. **Relationship.** The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.
- G. **Entire Contract.** This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.
- H. **Modifications and Waiver.** The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.
- I. **Force Majeure.** Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot,

- provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.
- J. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: 

John Everett
President and CEO

Date: 8/31/15

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: 

Lisa S. Deal
Director of Purchasing, Division of Finance and Accounting

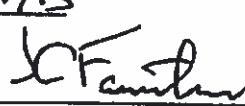
Date: 9/2/15

Approved:

By: 

W. Andrew (Andy) McCollough, Ph.D.,
Associate Provost for IT, E-Learning and Distance Education

Date: 9/17/15

By: 

Print Name: Joseph C. Fantone, M.D.
Dean, College of Medicine

Date: _____

EXHIBIT A
PROGRAM TERM SHEET

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. Program:

Graduate Certificate in Medical Physiology with a Specialization in Cardiovascular/Renal Physiology and Pathophysiology

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

3. Enrollment Term: New Students may enter these Distance Courses for the *summer, fall and spring* terms, beginning in the Spring of 2016.

4. Steering Committee Designees

a. For the University:

Charles E Wood, Professor and Chair, Department of Physiology and Functional Genomics

Peter Sayeski, Professor, Department of Physiology and Functional Genomics

Bruce Stevens, Professor, Department of Physiology and Functional Genomics

b. For the Company:

John Everett, CEO

Ann-Louise Everett, COO

Susan Kelly, CMO

5. Company Distribution: Forty per cent (40%).

6. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination unless there are 76 Student enrollments in the Program within 24 months after the first enrollment.

Distance Education Agreement Amendment

THIS AMENDMENT is entered into as of June 13, 2016 between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the William R. Maples Center for Forensic University of Florida (“University”).

The parties entered into a Distance Education Agreement on June 1, 2016, for the University’s online William R. Maples Center for Forensic Medicine Wildlife certificate program. The parties wish to modify that agreement as follows.

- Section II.A is revised to read, “Company Distribution’ means the amount specified in paragraph 5 of the Program Term Sheet.”
- Section II.H is deleted.
- Section II.K is revised to read, “Program Term Sheet’ means the form that specifies the terms for the Distance Program provided on Exhibit A.”
- The first paragraph of Section III is revised to read, “The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.”
- The title of Section III.F is changed to “Fee.”
- The heading for Section III.F.1 is changed to “Company Distribution.”
- The last sentence of Section III.F.1 is deleted.
- Section III.F.2 is deleted.
- The first sentence of Section IV.A is revised to read, “Subject to Florida Law, each Party shall maintain the confidentiality of the Confidential Information of the other Party for two (2) years from disclosure in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner.”
- Section VIII.B is deleted.
- In XI MANDATORY TERMS section C, 6 the sentence “All books, accounts, reports, files and other records of the University that relate to this Agreement are subject at all reasonable times to inspection and audit by the Company” is added.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: _____

Print Name: John Everett

Title: President & Chief Executive Officer

Date: _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Approved: _____

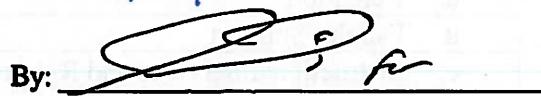
By: _____

Cheri Spitzer
Procurement Agent II **Procurement Services**

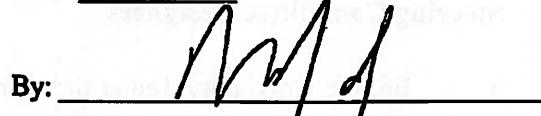
Date: _____

By: 
W. Andrew (Andy) McCollough
Associate Provost for
Teaching & Technology

Date: 10/24/16

By: 
Print Name: Michael Good, M.D.
Title: Dean, University of Florida College of Medicine

Date: 8/15/16

By: 
Print Name: Michael J. Clare-Salzler, M.D.
Title: Department Chair, Department of Pathology, Immunology and Laboratory Medicine
University of Florida College of Medicine

Date: _____

By: _____
Kathy Porter
Director, Small Business & Vendor Diversity Relations

Date: _____

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of 10/20/11, 2011 (the "Effective Date") between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and The University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the William R. Maples Center for Forensic Medicine, University of Florida ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to create, market, promote, and deliver electronic academic programs to students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means an individual course offering designed to fulfill a particular set of learning objectives as listed in Exhibit A.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Courses as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

N. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Courses (see Exhibit A). All Distance Courses will be hosted on the University’s systems, fully compatible with the University’s Sakai implementation.

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E.

2. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. **Faculty Support.** The Company shall provide course development support to the Faculty.

5. **Instructional Services and Related Technology.** The Company shall provide instructional design, technology, and multimedia services to build Distance Courses and provide technical support to Students and Faculty.

6. **Regulatory Assessment.** The Company shall assess and make a determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. **Responsibilities of the University.**

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and course content. The University shall develop and deliver content for the Distance Course.

2. **Faculty and Staff.**

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

b. The Faculty shall provide Distance Course instruction.

3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. **Technology.**

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits and certificates of completion to Students who successfully complete Distance Courses.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Courses.
2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.
3. Meetings.
 - a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.
 - b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term, a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.
2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.
3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the University Material or Company Material (as applicable), whether as part of Distance Courses or otherwise. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Course, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, names of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for four (4) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term").

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the subject E-Learning Program during the agreed period of time following first student enrollment. The parties shall mutually determine a minimum number of Students and a corresponding period of time in Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform for-profit educational services or work with a for-profit educational institution to provide services that are similar to the Distance Courses; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry

standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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.

X. MANDATORY TERMS

A. The University is under no obligation to be 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175

Attention: John Everett, President and CEO

Attention: Provost

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Prohibition on Hiring. Neither Party may, during the Term and for one (1) year thereafter, hire or solicit with intent to hire any person who was employed by the other Party during that period, unless authorized in writing by the other Party, or unless the person has not been employed by the other Party for at least 12 months prior to his or her hiring or solicitation. Advertisements of open positions that are directed to the general public do not violate this provision.

H. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

I. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

J. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this

Section XI.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

K. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, LLC

By: J Everett

Print Name: John Everett

Title: CEO

Date: 10/24/11

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: M Luetjen

Rob Luetjen
Purchasing Coordinator II
Purchasing Services

Date: 10/27/11

Approved:

By: W. Andrew (Andy) McCollough
W. Andrew (Andy) McCollough
Associate Provost for
IT, E-Learning and Distance Education

Date: 10/17/11

By: Dr. Joseph Glover
Dr. Joseph Glover
Provost and Senior Vice President for
Academic Affairs

Date: 10/18/11

By: Michael L. Good
Michael L. Good, M. D.
Dean, College of Medicine

Date: 10/17/11

By: David S. Guzick, M. D., Ph.D.
David S. Guzick, M. D., Ph.D.
Senior Vice President, Health Affairs
President, UF&Shands Health System

Date: 10/10/11

EXHIBIT A
PROGRAM TERM SHEET

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. Distance Courses:

The following courses fall under the Forensic Science program; students receive a certificate of completion upon satisfactory completion of the following six courses:

Semester 1: Spring Semester

PHA 6935: Crime Scene Processing

VME 6934: Cruelty to Animals and Interpersonal Violence

Semester 2: Summer Semester

VME 6934: Advanced Principles of Forensic Entomology

PHA 6935: Scientific and Legal Principles of Evidence

Semester 3: Fall Semester

VME 6934: Veterinary Forensic Pathology

VME 6934: Independent Research Practicum

2. Enrollment Term: New students may enter these Distance Courses for the Spring, Summer and Fall terms.

3. Steering Committee Designees

a. For the University:

Jason Byrd, M.D.

Bruce Goldberger, M.D.

Director of Distance Learning

b. For the Company: [enter the titles of three designees]

4. Company Distribution: Forty percent (40%).

5. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, each Distance Course is subject to termination if six (6) Students are not enrolled in the Distance Course prior to the first day of classes for the semester in which the Distance Course is offered.

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of June 1, 2016 (the “Effective Date”) between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida corporation (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the William R. Maples Center for Forensic Medicine (“University”).

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university’s educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University’s courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

A. “Company Distribution” means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.

B. “Company Material” means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.

C. “Confidential Information” means written information that is disclosed by one Party to the other and marked as “confidential” at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. “Distance Course” means an individual course offering designed to fulfill the learning objectives of the Program.

E. “Effective Date” means the date in the opening paragraph of this Agreement.

F. “Faculty” means individuals who are appointed by the University to prepare content and provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.

K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties may designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. **Student Recruitment.** The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

c. **Student Retention.** The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

d. **Faculty Support.** The Company shall provide course development support to the Faculty.

e. **Instructional Services and Related Support.** The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. **Responsibilities of the University.**

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.

2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.

3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. **Technology.**

a. The University shall provide access for Students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. Members. The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and

use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as “FERPA,” 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University’s FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for four (4) years, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days’ prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually

agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee’s relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. **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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company: Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677 Attention: John Everett, CEO	If to University: 235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost
--	---

	Attention:
--	------------

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: _____

Print Name: John Everett

Title: President & Chief Executive Officer

Date: _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Approved: _____

By: _____

Cheri Spitzer
Procurement Agent II

Procurement Services

Date: _____

By: 

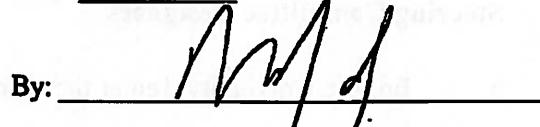
W. Andrew (Andy) McCollough
Associate Provost for
Teaching & Technology

Date: 10/24/16

By: 

Print Name: Michael Good, M.D.
Title: Dean, University of Florida College of Medicine

Date: 8/15/16

By: 

Print Name: Michael J. Clare-Salzler, M.D.
Title: Department Chair, Department of Pathology, Immunology and Laboratory Medicine
University of Florida College of Medicine

Date: _____

By: _____

Kathey Porter
Director, Small Business & Vendor Diversity Relations

Date: _____

EXHIBIT A
PROGRAM TERM SHEET

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. **Program:** The University of Florida's online graduate certificate program in Wildlife Forensic Sciences is comprised of three, 3-credit courses, plus additional elective courses that may be added over time, and is provided by the University of Florida College of Medicine. The program is aimed at working professionals and academic students in the area of wildlife conservation, ecology, and animal protection

2. **Company Services:**

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	No
e. Instructional Services and Related Support	No

3. **Enrollment Term:** New Students may enter these Distance Courses for the *fall, spring and summer terms*.

4. **Steering Committee Designees**

- a. For the University: [enter the names and titles of three designees]

Jason Byrd, Ph.D.
Bruce Goldberger, Ph.D.
Brian K. Marchman, Ph.D.

- b. For the Company: [enter the titles of three designees]

John Everett, CEO
Ann-Louise Everett, COO
Susan Kelly, CMO

5. **Company Distribution:** Thirty Seven per cent (37%).

- 6. Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 15 Student enrollments are not enrolled in the Program within 12 months after the first enrollment.

Letter of Intent

It is the intent of the University of Florida Board of Trustees on behalf of the Institute of Food and Agricultural Sciences (hereafter IFAS), as a participating member of the American Distance Education Consortium (ADEC), to enter into a collaboration with Apollidon, Inc., per ADEC's July 6 2010 Agreement with Apollidon, Inc., (attached) for market research and marketing plans and implementation (the "Agreement").

IFAS anticipates working through ADEC with Apollidon, Inc., to develop work plans for marketing distance education programs, to include, but not limited to the University of Florida Agriculture Education and Communication Leadership track program (program contract attached as part of this intent letter).

It is understood the work plans will provide clearly stated time lines and expectations for improved marketing with measurable metrics defined to quantify success. IFAS will comply with the payment schedule outlined in the Agreement for any distance education courses that result from the work plans.

Agreed to by the parties on 19, January, 2012.

APPROVED:

ADEC

By: Janet Poley

Janet K. Poley, President and CEO, ADEC

Date: 1/22/12

University of Florida Board of Trustees

By: Lisa Deal

Lisa S. Deal, Director of Purchasing, Division of Finance and Accounting

Date: 1/6/12

By: W. Andrew (Andy) McColough

W. Andrew (Andy) McColough
Associate Provost for IT, E-Learning and Distance Education

Date: 1/5/12

By: Teri C. Balser

Teri C. Balser, Dean, College of Agricultural and Life Sciences, IFAS

Date: 1/19/12

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of April 1, 2014 (the "Effective Date") between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Medicine, Department of Aging and Geriatric Research ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to market and promote the online Master of Science in Medical Sciences Concentration in Aging & Geriatric Practice in the College of Medicine to potential students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.

B. "Company Material" means all materials and Intellectual Property Rights in materials that are provided by the Company for the Distance Program.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Program" means course offerings designed to fulfill a particular set of learning objectives as listed in Exhibit A.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to provide Distance Program instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in courses for the Distance Program. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees. Student fees charged by the University are excluded.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Program as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in the Distance Program after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Program (see Exhibit A).

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Program, subject to Section III.E.

2. Student Recruitment. The Company, in coordination with the University, shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Program.

4. Faculty Support. The Company shall provide general faculty support for suggested best practice, media tool usage and other support as needed.

5. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Program. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for Students and Faculty to the Distance Program.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting credits to Students who successfully complete courses in the Distance Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Program.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty of other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee before any public posting. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published tuition payment deadline for the Distance Program, the University shall report paid Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Program. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the “Initial Term”). This Agreement automatically renews for an additional two (2) years, unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

B. Termination. This Agreement may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days’ prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Program during the agreed period of time following first Student enrollment according to Section 6 of Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Program, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate

this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services or work with an educational institution to provide services that are similar to the Distance Program; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. **Limitation of Liability.** Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. **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.

XI. MANDATORY 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: John Everett, President and CEO	Attention: Provost And Department of Aging and Geriatric Research 2004 Mowry Road, PO Box 112610 Gainesville, FL 32610 Attention: Laurence Solberg, MD, AGSF, Division Chief, Career Development & Education

Either Party shall notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any

attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section X.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON LLC

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

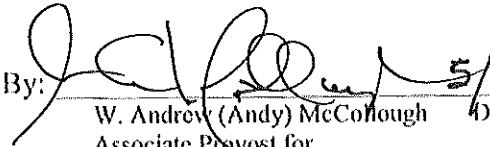
By: _____

John Everett
President and CEO

By: _____ Date

Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Approved:

By:  5/29/14 Date
W. Andrew (Andy) McColough
Associate Provost for
IT, E-Learning and Distance Education

By:  5/27/14 Date
Michael Good
Dean, College of Medicine
University of Florida

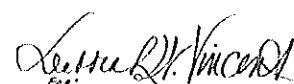
By:  Deborah W. Vincent,
Director
2014.05.27 12:23:02 -04'00'
Deborah W. Vincent
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

EXHIBIT A
PROGRAM TERM SHEET

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. Distance Program: The Distance Program is described as follows:

The online Master of Science in Medical Sciences Concentration in Aging & Geriatric Practice offered by the Department of Aging & Geriatric Research.

2. Enrollment Term: New Students may enter Distance Program for the Fall, Spring and Summer terms. Each new enrollment must be approved by the UF College of Medicine following standard enrollment and registration procedures. The first enrollments will be for fall semester 2015.

3. Steering Committee Designees

a. For the University:

Christy Carter, PhD Assistant Professor, Department of Aging and Geriatric Research, Institute on Aging

Lauren Solberg, JD, MTS Assistant Professor, Departments of Community Health & Family Medicine, Aging & Geriatric Research, and Psychiatry

Laurence Solberg, MD, AGSF Associate Professor, Department of Aging and Geriatric Research, Division Chief, Geriatric Medicine and Career Development & Education

b. For the Company:

John Everett, CEO

Ann-Louise Everett, COO

Susan Kelly, CMO

4. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design	No
Customer Service and Technical Support	Yes

Regulatory Assessment	Yes
-----------------------	-----

5. **Company Distribution:** Forty per cent (40%). However, Instructional fees for NIH-funded Students are excluded from the Company Distribution. Instructional fees for Students enrolled in elective courses offered outside of the Department of Aging and Geriatric Research, and for which the Department of Aging and Geriatric Research collects no revenue, are also excluded from the Company Distribution.
6. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 10 Students are not enrolled within twelve (12) months after the first enrollment. Participants must be properly registered and enrolled by UF Registrar's Office in one or more required courses within the Distance Program in order to count toward the total of 10 students.

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of April 1, 2014 (the "Effective Date") between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Medicine, Department of Aging and Geriatric Research ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to market and promote the online Master of Science in Medical Sciences Concentration in Aging & Geriatric Practice in the College of Medicine to potential students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.
- B. "Company Material" means all materials and Intellectual Property Rights in materials that are provided by the Company for the Distance Program.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Program" means course offerings designed to fulfill a particular set of learning objectives as listed in Exhibit A.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to provide Distance Program instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in courses for the Distance Program. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees. Student fees charged by the University are excluded.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Program as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in the Distance Program after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Program (see Exhibit A).

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Program, subject to Section III.E.

2. Student Recruitment. The Company, in coordination with the University, shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Program.

4. Faculty Support. The Company shall provide general faculty support for suggested best practice, media tool usage and other support as needed.

5. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Program. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for Students and Faculty to the Distance Program.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting credits to Students who successfully complete courses in the Distance Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Program.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty of other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee before any public posting. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published tuition payment deadline for the Distance Program, the University shall report paid Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Program. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term"). This Agreement automatically renews for an additional two (2) years, unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the applicable term.

B. Termination. This Agreement may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled in the Distance Program during the agreed period of time following first Student enrollment according to Section 6 of Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Program, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate

this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services or work with an educational institution to provide services that are similar to the Distance Program; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and

c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. 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.

XI. MANDATORY 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And Department of Aging and Geriatric Research 2004 Mowry Road, PO Box 112610 Gainesville, FL 32610 Attention: Laurence Solberg, MD, AGSF, Division Chief, Career Development & Education

Either Party shall notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any

attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

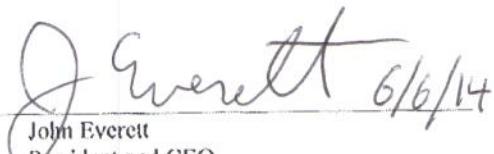
I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section X.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON LLC

By:


John Everett
President and CEO

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

By:



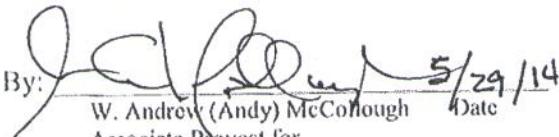
Digitally signed by
tmckellips@ufl.edu
DN: cn=tmckellips@ufl.edu
Date: 2014.06.06 07:38:19 -04'00'

Date

Taylor McKellips
Purchasing Coordinator I
Purchasing Services

Approved:

By:


W. Andrew (Andy) McConough
Associate Provost for
IT, E-Learning and Distance Education

Date

By:


Michael Good
Dean, College of Medicine
University of Florida

Date

By:


Deborah W. Vincent,
Director
2014.05.27 12:23:02 -04'00'

Date

David S. Guzick, M.D., Ph.D.
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

EXHIBIT A
PROGRAM TERM SHEET

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. Distance Program: The Distance Program is described as follows:

The online Master of Science in Medical Sciences Concentration in Aging & Geriatric Practice offered by the Department of Aging & Geriatric Research.

2. Enrollment Term: New Students may enter Distance Program for the Fall, Spring and Summer terms. Each new enrollment must be approved by the UF College of Medicine following standard enrollment and registration procedures. The first enrollments will be for fall semester 2015.

3. Steering Committee Designees

a. For the University:

Christy Carter, PhD Assistant Professor, Department of Aging and Geriatric Research, Institute on Aging
Lauren Solberg, JD, MTS Assistant Professor, Departments of Community Health & Family Medicine, Aging & Geriatric Research, and Psychiatry
Laurence Solberg, MD, AGSF Associate Professor, Department of Aging and Geriatric Research, Division Chief, Geriatric Medicine and Career Development & Education

b. For the Company:

John Everett, CEO
Ann-Louise Everett, COO
Susan Kelly, CMO

4. Company Services:

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	Yes
Instructional Design	No
Customer Service and Technical Support	Yes

Regulatory Assessment	Yes
-----------------------	-----

5. **Company Distribution:** Forty per cent (40%). However, Instructional fees for NIH-funded Students are excluded from the Company Distribution. Instructional fees for Students enrolled in elective courses offered outside of the Department of Aging and Geriatric Research, and for which the Department of Aging and Geriatric Research collects no revenue, are also excluded from the Company Distribution.
6. **Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 10 Students are not enrolled within twelve (12) months after the first enrollment. Participants must be properly registered and enrolled by UF Registrar's Office in one or more required courses within the Distance Program in order to count toward the total of 10 students.

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of December 1, 2014 between between Apollidon, L.L.C., ("the Company") a Delaware limited liability company authorized to conduct business in Florida and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Agricultural and Life Sciences ("the University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.
- E. "Effective Date" means the date in the opening paragraph of this Agreement.
- F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.
- G. "Instructional Fees" means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.
- H. "Intellectual Property Rights" means trademark, copyright, patent rights, know-how, and trade secrets.

- I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.
- J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.
- K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.
- L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.
- M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.
- N. “Term” means the time period defined in Section VIII.A of this Agreement.
- O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

- 1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.
 - a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.
 - b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.
 - c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
 - d. Faculty Support. The Company shall provide course development support to the Faculty.
 - e. Instructional Services and Related Support. The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. **Responsibilities of the University.**

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
4. **Technology.**
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.
5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. **Steering Committee**

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.
2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

- a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.
- b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.
2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

- a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.
- b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee.

The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. **Distribution of Instructional Fees.** Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.
2. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.
3. **Funding.** Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

- A. **Confidentiality.** Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.
- B. **Return of Confidential Information.** Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential

Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

- C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

- A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.
- B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.
- C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.
- D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including,

those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.
2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.
3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.
5. The University may by written notice to the Company immediately terminate this Agreement 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.
6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. **Organization.** The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.
2. **No Conflict.** The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.
3. **Right to Use.** The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.
4. **Infringement.** The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.
5. **Resources.** The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.
6. **Services Commitment.** The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.
8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.
9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:
 - a. no employee of the University and no employee’s relative has a substantial interest in any agreement subsequent to this Agreement;
 - b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
 - c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.
10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.
2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.
3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. **Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. **Infringing Material; Indemnification**

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.
2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.
3. **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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.
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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).
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.

XII. GENERAL PROVISIONS

- A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

- C. **Notices.** The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
<p>Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677</p> <p>Attention: Attention: John Everett, President and CEO</p>	<p>235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175</p> <p>Attention: Provost And</p> <p>Department of Microbiology and Cell Science P.O. Box 110700 Gainesville, FL 32611-0700</p> <p>Attention: Program Director</p>

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

- D. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.
- E. **Assignment.** Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.
- F. **Relationship.** The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.
- G. **Entire Contract.** This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.
- H. **Modifications and Waiver.** The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.
- I. **Force Majeure.** Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

A POLLIDON, L.L.C.

By:

John Everett
President and CEO

Date:

12/15/14

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By:

Lisa S. Deal CAROLYN T. WIMMER, CPPB
Director of Purchasing, Division of Finance and Accounting PURCHASING COORDINATOR II

Date: 12/4/14

Approved:

By: W. Andrew (Andy) McCollough, Ph.D.,
Associate Provost for Teaching and Technology

Date: _____

By: R. Elaine Turner

Print Name: R. Elaine Turner
Dean, College of Agricultural and Life Sciences

Date: 11-25-14

EXHIBIT A PROGRAM TERM SHEET

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. Program:

The online Microbiology Masters Degree offered by the College of Agricultural and Life Sciences.

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

- 3. Enrollment Term:** New Students may enter these Distance Courses for the *fall, summer and spring* terms, beginning in the fall of 2015.

4. Steering Committee Designees

a. For the University:

Eric W. Triplett, Professor and Chair, Microbiology and Cell Science Dept.

Henry V. Baker, Professor and Chair, Molecular Genetics and Microbiology Dept.

Brian K. Marchman, Director, Distance Learning

b. For the Company:

John Everett, CEO

Ann-Louise Everett, COO

Susan Kelly, CMO

- 5. Company Distribution:** Forty per cent (40%).

- 6. Minimum Number of Students:** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if sixty (60) student enrollments are not achieved in the Program within twenty-four (24) months after the first enrollment.

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of February 2, 2016 (the “Effective Date”) between Apollidon L.L.C., a Delaware limited liability company authorized to conduct business in Florida (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the UF College of Pharmacy (“University”).

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university’s educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University’s courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

- A. **“Company Distribution”** means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.
- B. **“Company Material”** means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.
- C. **“Confidential Information”** means written information that is disclosed by one Party to the other and marked as “confidential” at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. **“Distance Course”** means an individual course offering designed to fulfill the learning objectives of the Program.
- E. **“Effective Date”** means the date in the opening paragraph of this Agreement.
- F. **“Faculty”** means individuals who are appointed by the University to prepare content and provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.

K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

- c. **Student Retention.** The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
- d. **Faculty Support.** The Company shall provide course development support to the Faculty.
- e. **Instructional Services and Related Support.** The Company may provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. **Responsibilities of the University.**

- 1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
- 2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
- 3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
- 4. **Technology.**
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are

required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. Members. The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to

enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. **Distribution of Instructional Fees.** Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. **Distribution Statement.** With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. **Funding.** Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as “FERPA,” 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University’s FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days’ prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. **Organization.** The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.

2. **No Conflict.** The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. **Right to Use.** The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. **Infringement.** The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. **Resources.** The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and

authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 320 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: John Everett,	Attention: Provost And

President and CEO	Department of Pharmacotherapy & Translational Research University of Florida College of Pharmacy PO Box 100486, Gainesville, FL 32610-0486 Attention: Program Director
-------------------	--

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON L.L.C.

By: _____

**John Everett
President and CEO**

Date: _____

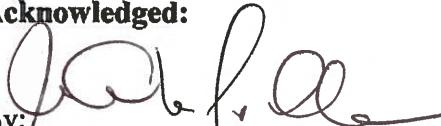
**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES**

By: _____

Cheri Spitzer
Procurement Coordinator I

Date: 3-22-2016

Acknowledged:

By:  _____

W. Andrew McColough
Associate Provost for
Teaching & Technology

Date: 3/21/16

By:  _____

Print Name: Julie Johnson

Title: Dean, College of Pharmacy

Date: 3/8/16

EXHIBIT A
PROGRAM TERM SHEET

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. Program:

The online Master of Science in Pharmacy in Medication Therapy Management is a 33-credit degree program designed for working professionals who wish to continue their career while gaining the innovative patient care and business skills needed to become a leader in the groundbreaking field of medication therapy management. The online program can be completed in as little as five semesters with only two visits to the campus in Gainesville, Florida. The challenging curriculum will prepare pharmacists for an advanced level of practice that involves medication therapy management and direct patient care.

Medication Therapy Management (MTM) focuses on the safe and effective use of medications and the high-level knowledge required to help patients achieve intended pharmacotherapy outcomes. MTM is an emerging area of pharmacy practice and has recently become a billable service for some Medicare Part D and Medicaid recipients. Because of this, the field of MTM represents a new frontier for pharmacists looking to expand their practice and deliver better patient care.

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

3. Enrollment Term: New Students may enter these Distance Courses for the *summer, fall and spring* terms, beginning in the summer of 2016.

4. Steering Committee Designees

- a. For the University: [enter the names and titles of three designees]
 - Karen Whalen, Department Chair, College of Pharmacy
 - Ian Tebbett, Associate Dean for Entrepreneurial Programs and IT
 - Brian Karcinski, Director of Admit & Fin, COP Entrepreneurial Prog & IT
- b. For the Company: [enter the titles of three designees]
 - John Everett, CEO
 - Ann-Louise Everett, COO

- Susan Kelly, CMO
5. **Company Distribution:** \$210 per credit unit for each enrollment
 6. **Minimum Number of Students:**

Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if 54 new Students enrollments as a result of Apollidon's marketing efforts under this Agreement are not enrolled in the Program within 24 months after the first enrollment.



Office of the Associate Provost

235 Tigert Hall
PO Box 113175
Gainesville, FL 32611-3175
352-392-1202

February 18, 2015

Ann-Louis Everett, COO
John Everett, President & CEO
Apollidon, LLC
3689 Tampa Road #320
Oldsmar, FL 34677

Subject: October 15, 2012, Distance Education Agreement between Apollidon and the University of Florida for the University's Online MS in Pharmacy degree with concentration in Pharmaceutical Outcomes and Policy

Dear Mr. and Mrs. Everett:

The University of Florida ("University") is terminating the agreement that is referenced above.

Pursuant to Section VIII B, one party may provide the other party with ninety (90) days' advanced notice of termination of the Agreement if there are fewer than the agreed minimum number of paid credit hours enrolled in the Distance Courses (administered by the University) during the agreed period of time following first student enrollment. The agreed minimum, according to Section 5 of Exhibit A is 3,500 credit hours for any two consecutive years. Between January 2013 (the start of the spring semester) and December 2014 (the end of the fall semester), program students enrolled in and paid for only 3104 credit hours. Because program students were not enrolled in the minimum number of paid credit hours, the University has decided to terminate this agreement effective ninety (90) days after your receipt of this letter. The University will pay Apollidon forty percent (40%) of Instructional fees for paid credits taken in the spring 2015 semester (both A and B terms) by students enrolled in the Online MS in Pharmacy in Pharmaceutical Outcomes and Policy.

Sincerely,


W. Andrew McCollough
Associate Provost for Teaching & Technology

Academic Year	Semester	Credit Hours Per Semester
2012-2013	Spring	590
	Summer	302
2013-2014	Fall	583
	Spring	526
	Summer	471
2014-2015	Fall	632
	Spring	Not finished
	Summer	Not finished

Cc: Brian Marchman
Ian Tebbett

Distance Education Agreement Amendment

THIS AMENDMENT is entered into as of June 1, 2016 between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and The University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the William R. Maples Center for Forensic Medicine, University of Florida ("University").

The parties entered into a Distance Education Agreement on October 1, 2014, for the University's online William R. Maples Center for Forensic Medicine vet forensics master's program. The parties wish to modify that agreement as follows.

- Section II.A is revised to read, "Company Distribution' means the amount specified in paragraph 5 of the Program Term Sheet."
- Section II.G is deleted.
- Section II.K is revised to read, "Program Term Sheet' means the form that specifies the terms for the Distance Program provided on Exhibit A."
- The first paragraph of Section III is revised to read, "The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company."
- The title of Section III.F is changed to "Fee."
- The heading for Section III.F.1 is changed to "Company Distribution."
- The last sentence of Section III.F.1 is deleted.
- Section III.F.2 is deleted.
- The first sentence of Section IV.A is revised to read, "Subject to Florida Law, each Party shall maintain the confidentiality of the Confidential Information of the other Party for two (2) years from disclosure in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner."
- The first sentence of Section VIII.A is revised to read, "This Agreement takes effect as of the Effective Date and continues for 4 years and 8 months, unless sooner terminated in accordance with the provisions of this Agreement.
- Section VIII.B is deleted.
- Exhibit A is replaced by the Exhibit to this Amendment.

All other terms of the agreement remain unchanged. The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, LLC

By: _____

John Everett
CEO Apollidon LLC

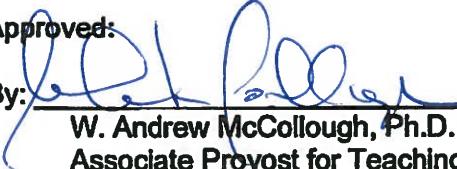
Date: _____

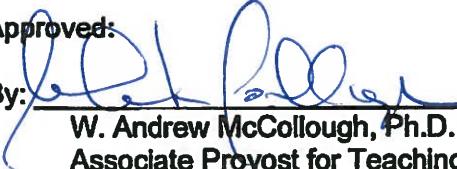
UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____

Cheri Spitzer 
Procurement Agent II **Procurement Services**

Date: _____

Approved: 

By: 

W. Andrew McCollough, Ph.D.
Associate Provost for Teaching & Technology

Date: 10/24/16

By: 

Michael L. Good, M.D.
Dean, College of Medicine

Date: 9/15/16

By: 

Michael J. Clare-Salzler, M.D.
Chair, Department of Pathology,
Immunology and Laboratory
Medicine
College of Medicine

Date: _____

Exhibit
Program Term Sheet
Vet Forensics Masters Degree

This Program Term Sheet is an exhibit to the Agreement entered into as of June 1, 2016 between Apollidon, LLC (“**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. Veterinary Forensic Science MS Degree Program

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

- 3. Enrollment Term:** new students may enter the Distance Courses in this program in the spring, summer and fall terms. Each new enrollment must be approved by the University Registrar’s Office following standard enrollment and registration procedures for the University.

4. Steering Committee Designees

For the University: Jason Byrd, Ph.D., Bruce Goldberger, Ph. D Brian K. Marchman, Ph.D.	For the Company: John Everett, CEO Ann-Louise Everett, COO Susan Kelly CMO
--	---

- 5. Company Distribution:** Thirty Seven percent (37%)

- 6. Minimum Number of Student Enrollments:** The Agreement is subject to termination if a minimum of 100 enrollments per year are not attained.

Memorandum of Understanding

(‘MoU’)

Between

**The University of Florida Board of Trustees (“University”), for the benefit of
The University of Florida College of Pharmacy,
and**

Apollidon, Inc.

(“Apollidon”)

for

**Consulting, Marketing and Administrative Services
of Distance Learning Programs**

I. PURPOSE

The purpose of the MoU is to establish and define the principles and parameters of a cooperative relationship between University and Apollidon for the furtherance of teaching programs in distance education in forensic science courses provided by University with the assistance of Apollidon’s consulting, marketing and administrative services.

Apollidon is a global technology transfer and consulting company dedicated to bringing breakthrough technology to the marketplace; and Under Article IX, § 7 (a) of the state of Florida Constitution, University’s purpose or “mission” is to achieve excellence through: 1) teaching students, 2) advancing research, and 3) providing public service for the benefit of the state’s citizens. The provision of University’s services within the scope of the arrangement described hereunder operates to further these important goals by providing a mechanism by which the University’s educational materials can be delivered to those who need them most. Specifically, Apollidon will apply proven business strategies to make University’s courses more widely accessible to practicing forensic scientists from University, the United States and overseas. These individuals require courses in the forensic sciences in order to maintain their certification and courtroom credibility. University’s online format enables this material to be delivered to the student without the need to travel to a face to face session. This arrangement between the parties therefore furthers University’s teaching and service mission, and from such an arrangement enhanced opportunities are likely to develop for the educational, research and services programs of University.

II. SCOPE

The scope of services anticipated pursuant to this MoU include the promotion, administration, compensation, and distribution related to certain distance education

courses, especially but not limited to the provision of Internet-based graduate programs in the forensic sciences.

III. DURATION OF MEMORANDUM OF UNDERSTANDING

Subject to the provisions of Clauses IV and XVIII, this Memorandum of Understanding is effective as of April 1, 2008 (notwithstanding the dates hereof), for a period of five (5) years, however the Memorandum of Understanding can be amended or renewed at any time with the written agreement of the signatories.

IV. TERMINATION

Either party can terminate the Memorandum of Understanding upon a material breach by the other if the matter is not corrected within thirty (30) days of written notice of intent to terminate. Either party may terminate unilaterally by giving the other not less than twelve (12) weeks prior written notice. The parties agree and acknowledge that notwithstanding termination of this Memorandum of Understanding, they will each continue to perform their obligations until completion of any and all courses in which students are enrolled at the time of termination.

V. LONG-TERM DUTIES OF EACH PARTY

The parties agree that they will aim to contribute to their co-operative relationship as set out in this Clause V, however nothing in this Clause V creates a binding obligation on either of the parties to take specific actions until there has been further discussion regarding the specifics of the services to be provided by Apollidon for University.

A. University Duties

University, through the College of Pharmacy as provider of course content, shall be responsible for:

1. Control of Academic Curricula and Content

- Curricular Development**

The development of the curriculum and lesson plans.

- Web-based Teaching**

Hosting the Web-based classes on WebCT.

- Provide the Instruction**

Providing faculty and teaching assistants to answer student questions. Prepare and grade tests. Maintain academic student records and award credit.

- **Teaching Resources**

Assisting in identification of teaching resources and coordinate their involvement in the course.

2. Student Admission Processes

Making all decisions regarding the admission and registration of students.

3. Confidentiality

Maintaining the confidentiality of all student records as required by applicable state and federal laws, inclusive of the Family Educational Rights and Privacy Act (FERPA).

B. Apollidon Duties

Apollidon shall provide for University the following services associated with the marketing, administration, and coordination of the distance education courses and programs in the forensic sciences, within University's College of Pharmacy, with the following responsibilities:

1. Administration of Programs

Manage the daily administration of certain aspects of the programs in regard to the distance education courses including:

- **Student Registration**

- a) Activities related to initial student contact, description of program, marketing and notification of course schedule.
- b) Receive documentation for forwarding to University, as instructional provider of courses, for processing of registrations.
- c) Provide a clearinghouse for inquiries.

- **Student Support**

Activities relating to receipt and response to student requests for information.

- **Daily Management of Student Database**

Activities related to entry, coordination, tracing and control of the student database.

2. Marketing of the Programs

- **Development and Execution of Market Strategies**

Activities related to determination of the marketplace acceptance, size, and probability, and development of promotional literature (reference Clause XX herein below).

- **Management of Mailing Lists**

Database management of electronic and hardcopy mailing lists for secondary mailings.

- **Program Promotion**

Promoting the programs through Internet, mailings, and other University approved forums.

3. Confidentiality

Shall maintain the confidentiality of all student records as required by applicable state and federal laws, inclusive of the Family Educational Rights and Privacy Act (FERPA).

VI. COURSES

A. University will offer distance education programs in the forensic sciences. Such programs will include:

Masters and certificate programs in Forensic Toxicology, DNA, Drug Chemistry and Forensic Science

B. Apollidon's obligations in respect of the above-referenced courses are set out in Clause V, B, 1-2, above, with specific details regarding Apollidon's deliverables, the dates of delivery, and University's specific responsibilities regarding teaching, instruction and resources to be provided, to be agreed by the parties from time to time as the University courses progress.

C. University and Apollidon shall use their best endeavors to promote the University courses so as to stimulate interest in the courses and maximize the numbers of students enrolling in the said courses.

VII. FINANCIAL TERMS

A. **Student Fees**

All student fees will be made payable to "University of Florida" and be directly deposited into University's approved account.

B. **Fees for Services**

As payment for its services pursuant to this MoU, University shall compensate Apollidon an amount equal to forty percent (40%) of the amount of student fees received by University from registrations for the University courses anticipated under this MoU in Clause VI, and University shall retain sixty percent (60%) of said fees. All payments are stated exclusive of any sales tax or other tax which, if applicable, shall be payable in addition. The amounts due to Apollidon shall be promptly forwarded to Apollidon by University to the address provided by Apollidon.

VIII. INTELLECTUAL PROPERTY

All intellectual property, including but not limited to course materials, outlines, software, textbooks, and videotapes developed by University of Florida faculty in connection with the activities described in this MoU shall be the sole property of the University of Florida subject to its rules and policies related thereto. Likewise, all intellectual property, including but not limited to course materials, outlines, software, textbooks, videotapes, Web pages and marketing materials developed by Apollidon in connection with the activities described in this MoU shall be deemed "work for hire" under this MoU and shall be the sole property of the University of Florida, subject to its rules and policies related thereto.

University (in this clause "Licensor") grants a non-exclusive license (with no right to sub-license) to Apollidon (in this clause "Licensee") to modify and copy material provided by the Licensor to the Licensee under this Memorandum of Understanding but only for the purposes of marketing and administering the distance learning courses pursuant to this Memorandum of Understanding. Any license granted shall be subject, if applicable, to the rights of the U.S. Government reserved pursuant to the Bayh-Dole Act, 35 U.S.C. 200 et seq., and any regulations issued thereunder.

This section shall survive termination or expiration of this MoU.

IX. CONFIDENTIALITY

All materials and information supplied from either Apollidon or University to the other relative to this Memorandum of Understanding shall be held by the other in confidence to the extent allowed under the applicable state and federal laws, and access to it shall be restricted to its own employees who have a need to know for the purpose for which it was supplied; however this confidentiality obligation shall not apply to the extent that the recipient can demonstrate that the disclosed material and information of the other party was:

- in the unrestricted possession of the recipient at the time of disclosure; or
- at the time of disclosure or thereafter it had become publicly available otherwise, and not through the fault or negligence of the recipient; or
- lawfully obtained by the recipient from a third party with full rights of disclosure and without breach of this Memorandum of Understanding; or
- independently developed by the recipient without making use of any of the materials and information provided by the disclosing party.

X. NO ASSIGNMENT

Neither party shall, without the prior written consent of the other, assign, transfer or deal in any other manner with this Memorandum of Understanding or any of its rights under it or purport to do any of these things or subcontract any of its obligations under it except that either party shall be entitled to subcontract the right or obligation to create online materials and information using the other's materials subject to ensuring the subcontractor accepts obligations of confidentiality similar to those in Clause IX above.

XI. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement and understanding between Apollidon and University regarding its subject matter and supersedes any prior written or verbal communications between the parties.

XII. VARIATIONS

No variation of the Memorandum of Understanding shall be valid unless it is in writing and signed by an authorized signatory of both Apollidon and University.

XIII. EFFECT OF TERMINATION

Termination of this Memorandum of Understanding shall not affect Clauses IV and IX which shall continue in full force and effect. Neither shall it effect payments due in respect of services provided up until termination takes effect, with such payments remaining due despite termination. The licenses granted under Clause VIII shall cease on termination except to the extent that they are required to remain in force until the parties have implemented their obligations under Clause IV. On completion of such obligations the licenses under Clause VIII shall terminate in full.

XIV. NOTICES

All notices, requests, consents and other communications required or permitted under this MoU shall be in writing and hand delivered or sent by certified mail to the following:

For Apollidon:

Name: John Everett
Title: President and CEO
Address: Apollidon Inc.
1991 Diamond Ct., Oldsmar, FL 34677

For The University of Florida:

Name: Dr. William H. Riffey
Title: Dean, College of Pharmacy
Address: PO Box 113172
Gainesville, FL 32611-3172

In the event that representatives change due to a change in personnel after execution of this MoU, notice of the name and address of the new representative shall be furnished in writing to the other party and a copy of said notification attached to the originals of this MoU.

XV. NO JOINT VENTURES

Nothing contained in this MoU shall be construed to create a joint venture, partnership, or other like relationship between the parties. Nothing herein shall be construed as giving either party the right to control the professional judgment of the other, and the parties shall at all times act as independent contractors with one another.

XVI. SIGNATURES

The MoU is not binding on the parties until the authorized representatives of Apollidon and University have signed it.

XVII. SEVERABILITY

This MoU is severable such that should any provision of this MoU be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

XVIII. AVAILABILITY OF FUNDS

Apollidon and University shall each be responsible for its own costs and expenses incurred in connection with this Memorandum of Understanding. The performance of University or any of its obligations under this Memorandum of Understanding shall be subject to and contingent upon the availability of funds to the University from its governing authority for the purposes of this Memorandum of Understanding for the current and any future fiscal period. If such funds are not available to the University it shall be entitled to give twelve (12) weeks prior written notice in accord with Clause IV.

XIX. EACH PARTY'S RESPONSIBILITY

Each party to this MoU agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by The University of Florida Board

of Trustees, University of Florida, The University Board of Governors, and/or the Florida Board of Education. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of University to be sued in any matter arising out of any contract by a party or parties whose legal signature is not indicated on this MoU.

XX. USE OF NAME

No party to this MoU shall use the name, logo, or likeness of another party to this MoU, or any of the other party's staff, in any signage, advertising, or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required; however, such consent shall not be unreasonably withheld. The decision to consent or withhold consent shall be provided in writing by the party whose consent is required within ten (10) working days from the date of receipt of the request for consent. Furthermore, any proposed promotional materials relative to the services provided pursuant to this MoU must be reviewed and approved by both parties prior to release. The spokesperson for University in this regard is the Thomas H. Fortner, Director of the Health Science Center Office of News and Communications, P. O. Box 100253, University of University, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220. The point of contact for Apollidon is John Everett, 1991 Diamond Ct., Oldsmar FL 34677, telephone (727) 781 4630.

XXI. GOVERNING LAW

This MoU and all transactions contemplated by this MoU shall be governed by, and construed and enforced in accordance with the internal laws of the State of Florida, without regard to principles of conflicts of laws.

XXII. ADDITIONAL TERMS FOR SPECIFIC PROJECTS

Any additional terms applicable to specific services or projects shall be mutually agreed upon and memorialized in an addendum to this MoU executed by an authorized representative of each party, and thereafter attached to this MoU.

(Remainder of Page Left Intentionally Blank – Signatures on Following Page)

IN WITNESS WHEREOF, University and Apollidon execute this MoU effective as of April 1, 2008.

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES,
for the benefit of the University of Florida College of Pharmacy**


John E. Poppell Date 3/14/08

Vice President for Business Affairs
University of Florida

Approved as to form and legality

Michael W. Ford 3/13/08
Office of the General Counsel Date
University of Florida

Acknowledged:

William H. Riffey 2-26-08
Dr. William H. Riffey Date
Dean, College of Pharmacy
University of Florida

Douglas J. Barrett, M.D. Date
Senior Vice President
Health Affairs
University of Florida

Apollidion

John Everett
President and CEO
Apollidion, Inc.

Dave (Dale) Johnson

Witness

**Business Affairs**

Finance and Accounting Division
Purchasing and Disbursement Services
<http://purchasing.ufl.edu/>

102 Elmore Hall
PO Box 115250
Gainesville, FL 32611-5250
352-392-1331
352-392-8837 Fax

July 2, 2015

John Everett, President and CEO
Apollidon, LLC
3689 Tampa Rd., Suite 300
Oldsmar, FL 34677

Dear John:

Re: The contract entered into 10/20/11 between Apollidon, L.L.C. and The University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the William R. Maples Center for Forensic Medicine, University of Florida.

The University of Florida desires to renew the above contract for an additional period from October 21, 2015 through March 17, 2018 on the same terms and conditions set forth herein, except that Exhibit A, No. 4, Contract Company Distribution will be thirty seven percent (37%) for this renewal period.

All General and Special Conditions, including any special provisions which may have been mutually accepted during the term of the agreement, will remain in effect during the renewal period.

If this renewal meets with your approval, please indicate your acceptance, with an authorized signature and return as soon as possible.

Any questions concerning this Renewal Option should be referred to Cheri Spitzer, Purchasing Coordinator, at (352) 294 -1160.

Sincerely,

Cheri Spitzer
Purchasing Coordinator I

Accepted by:

Date:

John Everett, CEO Apollidon
7/2/15

University of Florida Health Science Center Colleges
Contract Business Terms Summary

Date: 5.20.15

College/Department(s):
Maples Center for Forensic Medicine

Outside Party:
Apollidon, LLC

Responsible Manager(s)
and/or Internal Contact: Ricardo Camacho
Business Purpose/ Reason:

Contract Type: Distance Education

Apollidon to provide services in support of Veterinary Forensic Sciences MS Program

Compensation:

- \$ Describe Terms (e.g. Annual, FTE, etc.):

37% of tuition revenue, excluding any discounts, refunds, credits, rebates and application fees.

Funds Flow: UF to make payment to

Payment to UF

Funds are: budgeted not budgeted

Principal Business Terms:

Apollidon services include marketing, student recruitment and retention services.

Effective Date: 10/1/14 Start Date: 10/1/14 End/Expiration Date: 3/17/18
Early Termination Notice: 30 days 60 days 90 days Other – restricted, see VIII(B)

Related Matters/Additional Comments:

Agreement uses OGC-approved template.

Internal - Reviewed/Approved (list approvers):

Operations: R Camacho, Jason Byrd Operations:

SIP:

Privacy:

Other: Brian Marchman, Dr. McCullough Legal: P Stern

Contracts Office: _____

CRS # **28829**

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of October 1, 2014 (the "Effective Date") between Apollidon, LLC, a Delaware corporation ("Company") and the University of Florida Board of Trustees, a public body corporate of the state of Florida, for the benefit of the William R. Maples Center for Forensic Medicine, University of Florida ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

A. "Company Distribution" means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.

B. "Company Material" means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.

C. "Confidential Information" means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. "Distance Course" means an individual course offering designed to fulfill the learning objectives of the Program.

E. "Effective Date" means the date in the opening paragraph of this Agreement.

F. "Faculty" means individuals who are appointed by the University to prepare content and provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.

K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

- c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.
- d. Faculty Support. The Company shall provide course development support to the Faculty.
- e. Instructional Services and Related Support. The Company shall provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. Responsibilities of the University.

- 1. Curriculum and Content. University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.
- 2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.
- 3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.
- 4. Technology.
 - a. The University shall provide access for Students and Faculty to the Distance Courses.
 - b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.
 - c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are

required by this Agreement, subject to University's information security requirements and procedures.

5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. **Steering Committee**

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. **Meetings.**

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. **Licenses**

1. **University Material.** The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. **Company Material.** The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to

enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts: Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as “FERPA,” 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University’s FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues through March 17, 2018, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days’ prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than

to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. **LIABILITY; INDEMNIFICATION**

A. Limitation of Liability. Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost

Attention: John Everett, President and CEO	Copy to: William W. Tharp, CPA, Senior Associate Dean, Financial Services, College of Medicine, P.O. Box 103450, Gainesville, FL 32610-3450
--	---

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: J Everett

Print Name: John Everett

Title: CEO

Date: 7/2/15

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: Cheri Spitzer
cspitzer@ufl.edu
cn=cspitzer@ufl.edu
2015.07.02 10:59:05
-04'00'

By: Lisa S. Deal
~~Director of Purchasing, Division of Finance and Accounting~~
Cheri Spitzer
Purchasing Coordinator I

Date: _____
7-2-2015
University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, FL 32611-5250

EXHIBIT A
PROGRAM TERM SHEET

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.

Program: Veterinary Forensic Sciences MS Program, thesis and elective courses, as follows:

Veterinary Forensics Courses	Credits	Spring	Summer	Fall
Electives				
<u>VME 6056</u> Animal Law	3	x		
<u>VME 6578</u> Forensic Veterinary Osteology	3		x	
<u>VME 6577</u> Veterinary Pathology in Practice	3			x
<u>VME 6579</u> Veterinary Forensic Radiology and Imaging	3	x		
<u>VME 6570</u> Wildlife Conservation and Forensic Science	3		x	
<u>VME 6571</u> Forensic Applied Animal Behavior	3			x
<u>VME 6572</u> Forensic Aspects of Agricultural Animal Welfare	3	x		
<u>VME 6576</u> Veterinary Forensic Pathology	3		x	
<u>VME 6573</u> Wildlife Forensic Genetics	3	x		
<u>VME 6615</u> Veterinary Forensic Toxicology	3			x
VME 6939 Special Topics in Veterinary Forensic Sciences	1	x	x	x
VME 6971 Thesis Research	6(max)	x	x	x

1. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	No
e. Instructional Services and Related Support	No

2. Enrollment Term: New Students may enter these Distance Courses for the Spring, Summer and Fall terms.

3. Steering Committee Designees

- a. For the University: [enter the names and titles of three designees]
Jason Byrd, Ph.D.

Bruce Goldberger, Ph.D.
Michael Ciare-Baizer, PhD

b. For the Company: [enter the titles of three designees]

John Everett, CEO
Ann-Louise Everett, COO

Susan Kelly, CMO

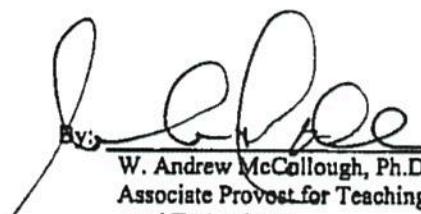
4. Company Distribution: Thirty-Seven per cent (37%).

5. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if ten (10) Students are not enrolled in the Program within four (4) months after the first enrollment.

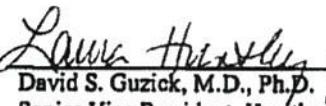
UNIVERSITY INTERNAL ACKNOWLEDGING SIGNATURES TO:

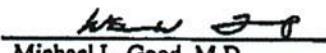
Distance Education Agreement between Apollidon, LLC and The University of Florida Board of Trustees
for the Benefit of the William R. Maples Center for Forensic Medicine (Veterinary Forensic Sciences MS –
28829)

Acknowledged:

By: 
W. Andrew McCallough, Ph.D.
Associate Provost for Teaching
and Technology
University of Florida
Date 6/16/15

Laura Huntley
Associate Vice President
Health Affairs

By: 
David S. Guzick, M.D., Ph.D.
Senior Vice President, Health
Affairs, University of Florida
President, UF Health
Date 6-1-15

By: 
Michael L. Good, M.D.
Dean, College of Medicine
University of Florida
Date 5/28/15

By: 
FOR Michael Clare-Salzler, M.D.
Chair, Department of Pathology,
Immunology and Laboratory Medicine
College of Medicine
University of Florida
Date 5-27-15

University of Florida Health Science Center Colleges
Contract Business Terms Summary

Date: 5.20.15

College/Department(s):
Maples Center for Forensic Medicine

Outside Party:
Apollidon, LLC

Responsible Manager(s)
and/or Internal Contact: Ricardo Camacho
Business Purpose/ Reason:

Contract Type:
Distance Education

Apollidon to provide services in support of Veterinary Forensic Sciences MS Program

Compensation:

- \$ Describe Terms (e.g. Annual, FTE, etc.):

37% of tuition revenue, excluding any discounts, refunds, credits, rebates and application fees.

Funds Flow: UF to make payment to

Payment to UF

Funds are: budgeted not budgeted

Principal Business Terms:

Apollidon services include marketing, student recruitment and retention services.

Effective Date: 10/1/14 Start Date: 10/1/14 End/Expiration Date 3/17/18
Early Termination Notice 30 days 60 days 90 days Other - restricted, see VIII(B)

Related Matters/Additional Comments:

Agreement uses OGC-approved template.

Internal - Reviewed/Approved (list approvers):

Operations: R Camacho, Jason Byrd Operations:

SIP:

Privacy:

Other: Brian Marchman, Dr. McCullough Legal: P Stern

Contracts Office: _____

CRS # 28829

DISTANCE EDUCATION AGREEMENT **For-Credit Programs**

THIS AGREEMENT is entered into as of October 1, 2014 (the "Effective Date") between Apollidon, LLC, a Delaware corporation ("Company") and the University of Florida Board of Trustees, a public body corporate of the state of Florida, for the benefit of the William R. Maples Center for Forensic Medicine, University of Florida ("University").

I. INTRODUCTION

The University and the Company enter into this Agreement to establish a cooperative relationship to deliver electronic academic programs to students of the University.

Company is a corporation that specializes in services to help non-profit educational institutions develop distance education programs. The University strives to achieve excellence through teaching students, advancing research, and providing public service.

This Agreement operates to further these important goals by providing an effective mechanism through which the university's educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University's courses widely accessible to individuals from Florida, the United States, and overseas.

II. DEFINITIONS

A. **Company Distribution** means the percentage of Instructional Fees that Company receives according to Section III.F.1 and the Program Term Sheet.

B. **Company Material** means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that Company provides.

C. **Confidential Information** means written information that is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. **Distance Course** means an individual course offering designed to fulfill the learning objectives of the Program.

E. **Effective Date** means the date in the opening paragraph of this Agreement.

F. **Faculty** means individuals who are appointed by the University to prepare content and provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program” means the University-approved curriculum that is referenced in the Program Term Sheet.

K. “Program Term Sheet” means the form that specifies operational terms for the Program in Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

M. “Students” means individuals who are registered in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

A. Responsibilities of Company.

1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

c. **Student Retention.** The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

d. **Faculty Support.** The Company shall provide course development support to the Faculty.

e. **Instructional Services and Related Support.** The Company shall provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

B. **Responsibilities of the University.**

1. **Curriculum and Content.** University has sole discretionary control over the academic curriculum and content for the Distance Courses. The University shall develop and deliver content for the Distance Courses.

2. **Faculty and Staff.** The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of Program directors, Faculty, and staff.

3. **Admission and Registration of Students.** The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. **Technology.**

a. The University shall provide access for Students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system for presentation of the Distance Courses to Students.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are

required by this Agreement, subject to University's information security requirements and procedures.

5. **Granting Credits, Certificates, and Degrees.** The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses as well as graduate certificates or academic degrees for successful completion of the Program.

C. **Steering Committee**

1. **Purpose.** The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Program.

2. **Members.** The University shall designate a Chair from the members of the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. **Meetings.**

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. **Licenses**

1. **University Material.** The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement.

2. **Company Material.** The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to

enable the University to obtain the benefits of Company's services as set forth in this Agreement.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access, display, or use of the other's Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the other Party's Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for the Distance Courses, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution. Payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of Students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the other Party's Confidential Information in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to their officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered by a receiving Party without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University's Vice President for University Relations or his/her designee.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Company shall comply with the requirement of all privacy laws applicable to information obtained as a result of participation in this Agreement, including, the Family Educational Rights and Privacy Act (known as "FERPA," 20 U.S.C. § 1232g; 34 CFR Part 99). All Company employees who have access to Student records shall complete the University's FERPA online training at <http://privacy.health.ufl.edu/training/FERPA/>.

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues through March 17, 2018, unless sooner terminated in accordance with the provisions of this Agreement.

B. Termination. This Agreement and all Distance Courses may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Students enrolled and maintained in the Program during the agreed period of time following first Student enrollment. The Parties shall mutually determine a minimum number of Students and a corresponding period of time in the Program Term Sheet.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or any laws, regulations, or certification bodies otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education or other governmental or certification bodies on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notifies the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than

to pay Company Distributions for Company services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires an ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

*(to comply with my terms or condition
of the Agreement)
CTW*

3. The University may, by written notice to the Company, immediately terminate this Agreement 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 performance of this Agreement. If this Agreement is terminated 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.

4. Notwithstanding any other provision of this Agreement, the University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

7. The university may terminate this agreement in whole or part at any time when in the best interest of the University without penalty or cause.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing, and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement, and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

7. The University reserves the right to terminate the Agreement in whole or part at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.

8. The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) and applicable regulations and maintains a "Drug Free Workplace Policy" (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Article IX will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. **Organization.** The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. **Right to Use.** The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. **Infringement.** The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. LIABILITY; INDEMNIFICATION

A. **Limitation of Liability.** Neither Party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. **University Material.** If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 may 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.

2. **Company Material.** If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. **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, trustees, 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.

XI. MANDATORY 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 offensive academic 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. The campuses and 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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 State of Florida convicted vendor list may not submit a proposal on a contract to provide any goods or services and may not be awarded or perform work for the University of Florida for thirty-six (36) months from the date of being placed on the convicted vendor list (Regulations of the University of Florida 6C1-3.020(5)(e)).

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.

XII. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative, and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost

Attention: John Everett, President and CEO	Copy to: William W. Tharp, CPA, Senior Associate Dean, Financial Services, College of Medicine, P.O. Box 103450, Gainesville, FL 32610-3450
--	---

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement (including through an acquisition or a change of control) without first obtaining written consent from the other Party, which may not be unreasonably withheld or delayed.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: J Everett

Print Name: John Everett

Title: CEO

Date: 6/22/15

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By:

[Signature]

Lisa S. Deal

Director of Purchasing, Division of Finance and Accounting

Date:

June 22, 2015

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

EXHIBIT A
PROGRAM TERM SHEET

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.

Program: Veterinary Forensic Sciences MS Program, thesis and elective courses, as follows:

Veterinary Forensics Courses		Credits	Spring	Summer	Fall
Electives					
VME 6056	Animal Law	3	x		
VME 6578	Forensic Veterinary Osteology	3		x	
VME 6577	Veterinary Pathology in Practice	3			x
VME 6579	Veterinary Forensic Radiology and Imaging	3	x		
VME 6570	Wildlife Conservation and Forensic Science	3		x	
VME 6571	Forensic Applied Animal Behavior	3			x
VME 6572	Forensic Aspects of Agricultural Animal Welfare	3	x		
VME 6576	Veterinary Forensic Pathology	3		x	
VME 6573	Wildlife Forensic Genetics	3	x		
VME 6615	Veterinary Forensic Toxicology	3			x
VME 6939	Special Topics in Veterinary Forensic Sciences	1	x	x	x
VME 6971	Thesis Research	6(max)	x	x	x

1. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	No
e. Instructional Services and Related Support	No

2. Enrollment Term: New Students may enter these Distance Courses for the Spring, Summer and Fall terms.

3. Steering Committee Designees

- a. For the University: [enter the names and titles of three designees]
Jason Byrd, Ph.D.

Bruce Goldberger, Ph.D.
Michael Ciare-Salzer, PhD

b. For the Company: [enter the titles of three designees]

John Everett, CEO
Ann-Louise Everett, COO

Susan Kelly, CMO

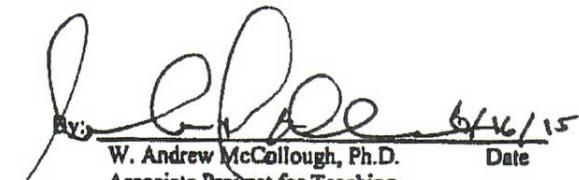
4. Company Distribution: Thirty-Seven per cent (37%).

5. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if ten (10) Students are not enrolled in the Program within four (4) months after the first enrollment.

UNIVERSITY INTERNAL ACKNOWLEDGING SIGNATURES TO:

**Distance Education Agreement between Apollidon, LLC and The University of Florida Board of Trustees
for the Benefit of the William R. Maples Center for Forensic Medicine (Veterinary Forensic Sciences MS –
28829)**

Acknowledged:


By: W. Andrew McCallough, Ph.D. Date 6/16/15
Associate Provost for Teaching
and Technology
University of Florida

Laura Huntley
Associate Vice President
Health Affairs

By: Laura Huntley for 6-1-15
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF Health

By: Michael L. Good Date 5/27/15
Michael L. Good, M.D.
Dean, College of Medicine
University of Florida

By: Michael Clare-Salzler Date 5-27-15
FOR Michael Clare-Salzler, M.D.
Chair, Department of Pathology,
Immunology and Laboratory Medicine
College of Medicine
University of Florida

DISTANCE EDUCATION AGREEMENT **For-Credit Courses**

THIS AGREEMENT is entered into as of October 15, 2012 (the “Effective Date”) between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Pharmacy (“University”).

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to market and promote electronic academic programs to students of the University.

Company is a corporation specializing in worldwide marketing and learner recruitment for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university’s educational materials can be delivered. Specifically, Company will apply proven business strategies to make the University’s courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

- A. “Company Distribution” means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.
- B. “Company Material” means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.
- C. “Confidential Information” means written information that is disclosed by one Party to the other and marked as “confidential” at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. “Distance Course” means an individual course offering designed to fulfill a particular set of learning objectives as listed in Exhibit A.
- E. “Effective Date” means the date in the opening paragraph of this Agreement.
- F. “Faculty” means individuals who are appointed by the University to provide Distance Course instruction.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees. Student fees charged by the University are excluded.

H. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

I. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

J. “Program Term Sheet” means the form that specifies the terms for the Distance Courses as provided on Exhibit A.

K. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C.

L. “Students” means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

M. “Term” means the time period defined in Section VIII.A. of this Agreement.

N. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. PROGRAM STRUCTURE

The Parties shall execute a Program Term Sheet for the Distance Courses (see Exhibit A).

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E.

2. Student Recruitment. The Company, in coordination with the University, shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. Faculty Support. The Company shall provide course development support to the Faculty.

5. Instructional Services and Related Technology. The Company shall provide course development support to University and its Faculty when requested by the University.

6. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Courses. The University shall develop and deliver content for the Distance Course.

2. Faculty and Staff. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admission; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Courses.

2. Members. The University shall designate a Chair from the members for the Steering Committee. Each Steering Committee consists of six members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Necessary Acts; Further Assurances. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all access,

display, or use of the University Material or Company Material (as applicable), whether as part of Distance Courses or otherwise. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that a Party may retain one (1) copy for the purpose of complying with its records retention policy.

E. University Trademarks.

The Company may not use the name, trade names and trademarks of the University (the “University Trademarks”) or the names of Faculty or other University employees or agents without the prior written approval of the University’s Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published tuition payment deadline in the B term of each semester for the Distance Course, the University shall report paid credit hour enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article III survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the "Initial Term").

B. Termination. This Agreement may be terminated as follows: (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 this Agreement, and the breaching Party has not cured the material breach during the sixty-day period; (3) by one Party upon written notice if (a) the other Party dissolves, ceases active business operations or liquidates, (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 remains un-dismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of paid credit hours enrolled in the Distance Courses during the agreed period of time following first student enrollment according to Section 6 of Exhibit A.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services or work with an educational institution to provide services that are similar to the Distance Courses; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change.

“Change in ownership or control” means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 the performing of this Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. **Organization.** The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. **No Conflict.** The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. **Right to Use.** The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. **Infringement.** The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. **Resources.** The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. **Services Commitment.** The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. **Compliance with Laws.** The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. **Liens.** The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

- a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;
- b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and
- c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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 shall be entitled to terminate the Distance Course that is impacted by the infringement.

3. 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.

X. MANDATORY 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677 Attention: John Everett, President and CEO	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175 Attention: Provost And Online MSPharm in POP 1225 Center Drive, Room 3334 Gainesville, FL 32611 Attention: Program Director

Either Party shall notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither Party may assign this agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld or delayed. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

I. Force Majeure. If compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of that obligation is extended for the duration of the Event of Force Majeure. The provisions of this Section XI.J. do not excuse either Party's inability to perform its obligations because of inadequate finances. "Event of Force Majeure" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the Party in question.

J. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, L.L.C.

By: J Everett

Print Name: John Everett

Title: President & CEO

Date: 10/15/12

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: Lisa S. Deal

Lisa S. Deal

Director of Purchasing, Division of Finance and Accounting

Date: 10.25.12

Approved:

By: W. Andrew McCullough

W. Andrew McCullough, Ph.D. Date
Associate Provost for IT, E-Learning and Distance Education
University of Florida

By: William H. Riffey

William H. Riffey, Ph. D. Date
Dean, College of Pharmacy
University of Florida

By: David S. Guzick

David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health Affairs, University of Florida
President, UF & Shands Health System

EXHIBIT A **PROGRAM TERM SHEET**

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. Distance Courses:

Courses offered for academic credit toward the Online MS in Pharmacy degree with concentration in Pharmaceutical Outcomes and Policy.

2. Enrollment Term: New students may enter these Distance Courses for the Fall and Spring terms.

3. Steering Committee Designees

a. For the University:

W. Thomas Smith, Clinical Associate Professor and Program Director
Heather Steingraber, Assistant Director
Linda Homewood, Director, News and Communication, College of Pharmacy

b. For the Company:

John Everett, CEO
Ann-Louise Everett, COO
Beth Garland, VP Marketing

4. Company Distribution: Fifty per cent (50%) of Instructional Fees for credits greater than 800 paid credit hours in the fall semester, 850 paid credit hours in the spring semester, and 400 paid credits in summer semester (the "Established Baseline"). Beginning in Fall 2013, if ninety percent (90%) or more of the Established Baseline is not met for two consecutive fall and spring semesters, then the Company has the option to take forty percent (40%) of Instructional Fees for paid credits taken by students enrolled in the Online MS in Pharmacy in Pharmaceutical Outcomes and Policy for the remainder of the Term.

5. Minimum Number of Students: Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if program students have taken fewer than 3,500 credit hours for any two consecutive years.

**DISTANCE EDUCATION AGREEMENT AMENDMENT
For-Credit Courses**

THIS AMENDMENT is entered into as of April 1, 2015 (the "Effective Date") between Apollidon, L.L.C., ("Company") and the University of Florida Board of Trustees ("University").

The parties entered into a Distance Education Agreement for the University's online master's program in the College of Pharmacy for Pharmaceutical Outcomes and Policy, effective October 15, 2012. On February 18, 2015, the University sent the Company notice of termination for the Agreement. The termination will not take effect, since the parties have re-negotiated the Agreement, which will continue in effect under the terms of this Amendment.

The parties agree that the Agreement is modified as follows.

1. Section 3.A. is modified and replaced with the following language.

A. Responsibilities of Company.

1. The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company.

a. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E. Company shall include accommodations for disabled individuals in marketing materials, including specifically web sites.

b. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

c. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

d. Faculty Support. The Company shall provide course development support to the Faculty.

e. Instructional Services and Related Support. The Company shall provide instructional design, technology, and multimedia services to build Distance Courses for implementation on the learning management system that is designated by the University and provide technical support to Students and Faculty, including accommodations in course materials for individuals with disabilities.

2. **Regulatory Assessment.** The Company shall assess and report to the University its determination of the regulatory requirements for the Distance Courses, including, actions necessary for compliance with any state, national, and foreign laws, rules, regulations, and best practices. The Company shall include assessment of the legal requirements for accessibility by disabled individuals as well as requirements of laws related to education and curriculum.

Initial

~~2. Subsection VIII.B.(5) is added as follows:~~

~~(5) upon sixty (60) days' advance written notice by either party.~~

Andrew McGillivray
Julie Johnson JJM
John Everett JE

3. Subsection XI.C is modified to change the address for the POP program as follows.

2046 NE Waldo Road, Room 2256
Gainesville, FL
32609

4. Exhibit A is modified and replaced with the following language.

EXHIBIT A
PROGRAM TERM SHEET

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. **Distance Courses:** Courses offered for academic credit toward the Online MS in Pharmacy degree with concentration in Pharmaceutical Outcomes and Policy.
2. **Enrollment Term:** Students may enter Distance Courses for the Fall and Spring terms.
3. **Steering Committee Designees**

For the University:

*Ian Tebbett, Associate Dean for Entrepreneurial Programs and IT
Brian Karcinski, Director of Finance and Admissions,
Entrepreneurial Programs
Heather Steingraber, Assistant Director*

For the Company:
John Everett, CEO
Ann-Louise Everett, COO
Susan Kelly, CMO

4. ***Company Services:***

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	No
e. Instructional Services and Related Support	No

5. ***Company Distribution:*** \$210 per paid credit hour (e.g. \$630 for a 3 credit course).

6. ***Minimum Number of Students:*** Pursuant to Section VIII.B of the Agreement, the Agreement is subject to termination if there are fewer than 450 paid credit hours enrolled by Students per year for any two consecutive years.

5. All other terms of the Agreement remain the same.

Signatures on the following page.

The parties have caused this Amendment to be executed by their authorized representatives as of the Effective Date.

APOLLIDON, L.L.C. By: <u>J Everett</u> (John Everett Title: CEO Date: 4/22/15	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES By: <u>N/A</u> Lisa S. Deal Director of Purchasing, Division of Finance and Accounting Date: Approved: <u>W. Andrew McCollough</u> By: <u>W. Andrew McCollough</u> W. Andrew McCollough, Ph.D. Associate Provost for IT, E-Learning and Distance Education Date: By: <u>Julie Johnson</u> Julie Johnson, Pharm. D. Dean, College of Pharmacy Date: 4/17/15
--	---

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of July 16, 2012 (the “Effective Date”) between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the Maddie’s ® Shelter Medicine Program, College of Veterinary Medicine, University of Florida (“University”).

I. INTRODUCTION

The University and the Company enter into this Agreement to create, market, promote, and deliver an electronic program to working professional students and other non-traditional learners, as well as post baccalaureate degree candidates of the University.

Company is a corporation specializing in learning management technology, course development, worldwide marketing, learner recruitment, and student support services for distance education. Under Article IX, § 7(a) of the Florida Constitution, the state of Florida has established the State University System to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university’s educational materials can be delivered. Specifically, Company will apply proven business strategies to support University instructors in the development and delivery of online programs, and make the University’s Online Program in Shelter Medicine Program widely accessible to working professionals from Florida, the United States and overseas. These individuals require non-credit executive education programs in order to attain or maintain certifications and to improve business skills. The Company’s online format enables this material to be delivered without travel for face-to-face sessions. This Agreement furthers Florida’s teaching and service missions.

II. DEFINITIONS

A. “Company Distribution” means the fees received by the Company according to Section III.F.1.

B. “Company Material” means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided to the Distance Education Program by the Company.

C. “Confidential Information” means written information which is disclosed by one Party to the other and marked as “confidential” at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.

D. “Distance Course” means an individual course offering that is designed to fulfill a particular set of learning objectives and other University requirements necessary to complete the Distance Education Program.

E. “Distance Education Program” means the learning objectives and requirements for which the Parties have agreed pursuant to Article III and as described in Exhibit 1 to offer Distance Courses for a distance learning program of study at the University, including, the related marketing material, websites, landing pages, participant leads, University Material, and Company Material.

F. “Effective Date” means the date in the opening paragraph of this Agreement.

G. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Participant in Distance Courses minus applicable discounts, refunds, credits, rebates, credit card expenses, bank fees, and bad debt expenses.

H. “Instructor” means the employee of the University who has primary responsibility to provide Distance Course instruction. The Instructor is identified in Section III.B.2.b below.

I. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets. .

J. “Participants” means registered enrollees in Distance Courses.

K. “Party” or “Parties” means either the Company or the University, or collectively the Company and the University.

L. “Program Term Sheet” means the form that specifies the details of the Distance Education Program provided on Exhibit 1.

M. “Steering Committee” means the committee of the Company and the University representatives established pursuant to Section III.C.

N. “Term” means the time period defined in Section VII.A. of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided for the Distance Education Program by the University.

III. PROGRAM STRUCTURE

The Program Term Sheet outlines the specific obligations of each Party with respect to the Distance Education Program and establishes mutually agreed success criteria. If the Distance

Education Program does not reach those success criteria, the Parties shall meet to discuss appropriate actions for the remainder of the Term.

A. Responsibilities of Company. The Company shall provide the following services.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective participant interest to meet enrollment goals. Marketing includes working with the University to develop a marketing plan and design for the Distance Education Programs.

2. Participant Recruitment. The Company shall undertake participant recruitment to attract qualified prospective participants for the University to consider for admission.

3. Instructional Services and Related Technology. The Company shall provide instructional design, technology, and multimedia services to build and deliver Distance Courses and provide technical support to Students and Faculty.

4. Instructors Support. The Company shall provide course development support to University and its Instructors when requested by University.

5. Regulatory Assessment. The Company shall assess and make a determination of the regulatory requirements for the Distance Education Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations, including specifically Title IV of the Higher Education Act of 1965, and shall assist University with compliance efforts. University is responsible for fees associated with registration requirements, if any.

B. Responsibilities of the University. The University shall provide the following services.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content. The University shall develop content for the Distance Courses.

2. Instructors and Staff.

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Instructors, and staff for the Distance Education Program.

b. The Instructors shall provide Distance Course instruction.

3. Admission and Registration of Participants. The University is solely responsible in its discretion for the following Participant matters: (a) admission; (b) collection of fees; (c) processing of participant loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for participants and Instructors to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Documenting Completion. The University is solely responsible in its discretion for documenting completion of Distance Course to Participants who successfully complete the Distance Education Program and who otherwise satisfy the necessary criteria established by the University.

C. Steering Committee

1. Purpose. The Steering Committee is responsible for overseeing the activities of the Parties with respect to the Distance Education Program.

2. Members. The University shall designate a chair of the Steering Committee from its members. Each Steering Committee consists of five (5) members, two (2) representatives designated by each Party plus the chair appointed by University. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. The Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. The Steering Committee shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each member including the Chair has one (1) vote on all matters before the Steering Committee. Three (3) votes will be

required for any action by the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses.

1. University Material. The University hereby grants to the Company for the Term, a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. It is understood and agreed that, as between the Parties, the University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. It is understood and agreed that, as between the Parties, the Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Distance Education Program and Distance Courses. University retains sole rights to all University Material it contributes to the development of the Distance Education Program and Distance Courses. Company retains sole rights to all Company Material it contributes to the development of the Distance Education Program and Distance Courses. Except as specifically provided in this Agreement, neither party may use, license, transfer, or otherwise dispose of the Distance Education Program or Distance Courses or any copyrights or intellectual property rights in them without the express prior written consent of the other.

4. Necessary Acts; Further Assurances. Upon termination or expiration of this Agreement for any reason, the Company shall immediately discontinue all access, display, or use of the University Material, and the University shall immediately discontinue all access, display, or use of the Company Material. Within sixty (60) days after termination or expiration of this Agreement for any reason, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that the University Material or the Company Material has been returned or destroyed, except that each Party may retain one (1) copy for the purpose of complying with its records retention policy.

E. University Trademarks. The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") without the prior written approval of the University's Vice President for University Relations or his/her designee in each

instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University.

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for each Distance Course, the University shall report Participant enrollments to the Company. The Company shall provide an invoice for the applicable Company percentage of the Instructional Fees earned for each Participant enrollment (the “Company Distribution,” as defined in Exhibit 1). The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Reconciliation. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, names of participants, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance Of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party’s Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party’s Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement for any reason, each Party shall immediately discontinue use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement for any reason, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Publicity. The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

D. Survival. The Provisions of this Article IV survive termination of this Agreement.

V. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VI. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VII. TERM AND TERMINATION

A. Term. The initial term of the Agreement is four (4) years from the first student enrollment in the initial course for the graduate certificate program (the "Initial Term"). The Agreement automatically renews for an additional three (3) years, unless one Party notifies the other Party in writing at least six (6) months prior to the expiration of the Initial Term. The Agreement may be terminated by either Party during the Renewal Term upon ninety (90) days' prior written notice.

B. Termination. This Agreement and the Distance Education Program 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 this Agreement and the breaching Party has not cured the material breach during the sixty-day period; (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 undismissed for sixty (60) days; or (4) upon ninety (90) days' prior written notice given by either Party if there are fewer than the agreed minimum number of Participants enrolled in the Distance Education Program during the agreed period of time following first enrollment. The parties shall

mutually determine a minimum number of Participants and a corresponding period of time in Exhibit 1.

C. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect. The University shall pay Company Distributions for Company Services that have been adequately performed by the Company prior to any expiration or termination of this Agreement notwithstanding the termination or expiration, calculated only with respect to those Participants in the Distance Courses as of the date of the expiration or termination and for so long as those Participants remain enrolled in the Distance Courses.

D. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Education Programs, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

E. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform educational services for a for-profit educational institution, or to work with a for-profit educational institution to provide services that are similar to the Distance Education Programs; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity obtains an ownership interest in the Company; or (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company.

2. The University reserves the right to terminate this Agreement 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, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement become the property of and be

delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs that are incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement, 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

VIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute, deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

a. no employee of the University and no employee's relative has a substantial interest in this Agreement or Program Term Sheet;

b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and

c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section VIII.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. 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. If none of the foregoing options is economically feasible, the University shall notify the Company, and the Company may terminate the Distance Education Program or Distance Course that is impacted by the infringement.

2. 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. If none of the foregoing options is economically feasible, the Company shall notify the University and the University may terminate the Distance Education Program or Distance Course that is impacted by the infringement.

3. 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. Notwithstanding the foregoing, the Company's obligation under this provision will not extend to any liability caused by the sole negligence of the University, or its officers, agents and employees. The University shall, upon becoming aware of a claim which may be subject to this provision, notify the Company as soon as practicable. Failure to provide notice as soon as practicable is not a waiver of the University's rights under this Section IX.B.3, but the amount of reimbursement to which the University is entitled is reduced by the amount, if any, by which the claims would have been reduced had notice been delivered as soon as practicable. If a court of competent jurisdiction determines that the claims arose as a result of the negligence, intentional misconduct or breach of this Agreement by the University of Florida Board of Trustees, the University of Florida, the State of Florida, or the Florida Board of Governors, the foregoing indemnification obligation shall be proportionately reduced based on the extent to which the court determines the claims resulted from that negligence, intentional misconduct, or breach. 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.

X. MANDATORY TERMS

A. The University is under no obligation to be 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 offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XI. GENERAL PROVISIONS

A. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g., Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Rd., Suite 300 Oldsmar, FL 34677	235 Tigert Hall, P.O. Box 113175 Gainesville, FL 32611-3175
Attention: John Everett, President and CEO	Attention: Provost

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

B. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

C. Interpretation; Severability. The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither party may assign its rights or responsibilities under this Agreement (including through an acquisition or a change of control) without the prior written

consent of the other party, which consent the parties may not unreasonably condition, withhold, or delay.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Prohibition on Hiring. Neither Party may, during the Term and for one (1) year thereafter, hire or solicit with intent to hire any person who was employed by the other Party during that period, unless authorized in writing by the other Party, or unless the person has not been employed by the other Party for at least one (1) year prior to his or her hiring or solicitation. Advertisements of open positions that are directed to the general public do not violate this provision.

H. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

I. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

J. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

K. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

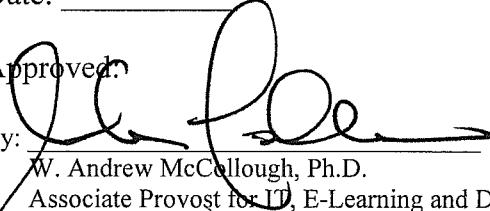
APOLLIDON, LLC

By: J. Everett
Print Name: John Everett
Title: CEO
Date: 8/20/12

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: Karen C. Frank, Associate Director for
Lisa S. Deal
Director of Purchasing, Division of
Finance and Accounting

Date: _____

Approved: 

By: W. Andrew McCullough, Ph.D.
Associate Provost for IT, E-Learning and Distance Education
Date: 7/27/12

By: Dr. Joseph Glover
Provost and Senior Vice President for Academic Affairs
Date: 7/31/12

By: Glen Hoffsis
Glen Hoffsis, DVM, MS, DACVIM,
Dean, College of Veterinary Medicine
Date: 7/24/12

By: Terry Spencer
Terry Spencer, DVM, MEd
Director of Distance Learning
Maddie's® Shelter Medicine Program
Date: 7/25/12

By: David S. Guzick
David S. Guzick, M.D., Ph.D.
Senior Vice President, Health Affairs
President, UF&Shands Health System
Date: 07/10/12

EXHIBIT 1
PROGRAM TERM SHEET

This Exhibit 1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of July 16, 2012 between (“**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. Distance Education Program: The Distance Education Program is described as follows:

Online Program in Shelter Medicine, described as:

The Online Program in Shelter Medicine is designed to prepare participants to practice Shelter Medicine. Three online, advanced level courses will form the core requirements for this program. Participants who complete the online program in Shelter Medicine will develop an understanding and appreciation of the critical role played by veterinarians in protecting the health and welfare of sheltered dogs and cats. In addition, they will develop the ability to recognize and respond to compromised behavioral and physical health of sheltered animals.

2. Enrollment Term: New participants may enter this Distance Education Program for the Spring, Summer and Fall terms. Each new enrollment must be approved by the UF Registrar’s Office following standard enrollment and registration procedures for UF. The first enrollments will be for fall semester 2012.

3. Steering Committee Designees

a. For the University:

John W. Harvey, DVM, PhD, Executive Associate Dean, College of Veterinary Medicine
Terry Spencer, Director of Distance Learning, Maddie’s® Shelter Medicine Program
Ken Nanni, Director of Distance Learning

b. For the Company:

Ann-Louise Everett, COO
Beth Garland, VP of Marketing

4. **Company Services:**

Service Offering	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	No
Instructional Design	Yes
Customer Service and Technical Support	Yes
Regulatory Assessment	Yes

5. **Company Distribution:** Forty per cent (40%) of Instructional Fees.
6. **Admission Requirements:** Eligible participants must be currently enrolled in a professional veterinary medicine program leading to a DVM or VMD degree; or should already hold a DVM or VMD degree. Equivalent degree programs from international veterinary medical schools are also acceptable. Each participant must apply to pursue the Distance Education Program and register and enroll in required courses as per customary UF admissions and registration policies for off-book programs.
7. **Minimum Number of Students:** Pursuant to Section VII.B(4) of the Agreement, the Distance Education Program is subject to termination if 100 enrollments are not achieved within twenty-four (24) months after the first enrollment. Participants must be properly registered and enrolled by UF Registrar's Office in one or more required courses within the Distance Education Program in order to count toward the total of 100 students.

Program Term Sheet
BS in Microbiology and Cell Science
[Addendum to ADEC-UF Agreement of 19 January 2012]

This sheet is an exhibit to the Agreement entered into as of 19 January 2012 between The American Distance Education Consortium (ADEC) 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 Bachelor of Science in Microbiology and Cell Science, described as:

The Microbiology and Cell Science Department has approval for a 2+2 BS degree program where all lectures are online and the labs are taught live. The program is best suited to transfer students who have obtained their AA degree in the biological sciences and meet all of the criteria necessary to be admitted as a CALS transfer student. All lecture courses are online. The two laboratory courses are either taught at a local Florida community college or at an IFAS Research and Education Center.

2. **Effective Date:** The effective date of the program is July 22, 2012
3. **Enrollment Term:** New students may enter this program for the Fall, Spring, and Summer terms. The first intake will be for Fall semester 2012.
4. **College Steering Committee Designees:**
 - a. For the University: Mark Rieger, Associate Dean, College of Agricultural and Life Sciences; Eric Triplett, Professor and Chair, Department of Microbiology and Cell Science.
 - b. For ADEC: Jan Poley, Chief Executive Officer, ADEC
5. **Term:** This Program Term Sheet will have an initial term of five (5) years from the first student enrollment in the E-Learning Program (the "Initial Term"). Upon expiration of the Initial Term, this Program Term Sheet may be renewed for successive terms (the "Renewal Term(s)") by written notification of one Party by the other Party at least six (6) months prior to the expiration of the applicable term.
6. **Company Services:**

Service	Yes/No
Marketing	Yes
Recruitment	Yes
Retention	No
Instructional Design and Technology	No

7. **ADEC Distribution of Revenue:** Forty per cent (40%) for students recruited by ADEC, Sixty per cent (60%) for the University.

8. **Admission Requirements:** In addition to the normal admission requirements for the BS degree in Microbiology and Cell Science, the following will be respected:

The students accepted into this program will also be expected to take physics locally as transient students through their local community college or state university.

9. **Minimum Enrollment:** The E-learning Program described in this Program Term Sheet is subject to termination if 50 students are not enrolled within 24 months after the first student is enrolled in the program.

The parties agree to the terms of this Program Term Sheet as of the Effective Date.

ADEC

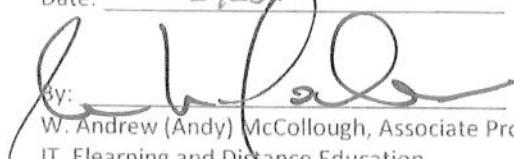
By: 
Jan Poley, Chief Executive Officer

Date: July 5, 2012

The University of Florida

By: 
Teri Balser, Dean
College of Agricultural and Life Sciences

Date: 6/28/12

By: 
W. Andrew (Andy) McCollough, Associate Provost
IT, Elearning and Distance Education

Date: 6/28/12

DISTANCE EDUCATION AGREEMENT

THIS AGREEMENT is entered into as of April 1, 2013 (the “Effective Date”) between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida (“Company”) and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Pharmacy, University of Florida (“University”).

I. INTRODUCTION

The University and the Company enter into this Agreement for the purpose of establishing principles of a cooperative relationship between University and Company to create, market, promote, and deliver electronic academic programs to students and non-traditional learners, as well as post baccalaureate degree candidates of the University.

Company is a corporation specializing in learning management technology, course development, worldwide marketing, learner recruitment, and student support services for distance education. The University strives to achieve excellence through teaching students, advancing research, and providing public service. This Agreement operates to further these important goals, by providing a mechanism by which the university’s educational materials can be delivered. Specifically, Company will apply proven business strategies to support University Faculty in the development and delivery of online programs, and make the University’s courses widely accessible to individuals from Florida, the United States and overseas.

II. DEFINITIONS

- A. “Company Distribution” means the percentage of Instructional Fees that is received by the Company according to Section III.F.1 and Exhibit A.
- B. “Company Material” means all materials and delivery components of the online course framework and Intellectual Property Rights in materials and delivery components of the online course framework that are provided by the Company for Distance Courses.
- C. “Confidential Information” means written information that is disclosed by one Party to the other and marked as “confidential” at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- D. “Distance Course” means an individual course offering that is designed to fulfill a particular set of learning objectives that are necessary to complete the Distance Program.
- E. “Distance Program” means a defined set of learning objectives and requirements for which the Parties have agreed pursuant to Section 3 to offer Distance Courses for distance learning degree or certificate programs of study at the University, including, the related

marketing collateral, websites, landing pages, prospective student leads, University Material, and Company Material.

F. “Effective Date” means the date in the opening paragraph of this Agreement.

G. “Faculty” means individuals who are appointed by the University to provide Distance Course instruction.

H. “Instructional Fees” means tuition revenue earned by the University related to the enrollment of each Student in Distance Courses. To the extent not already deducted from the calculation of that tuition revenue, discounts, refunds, credits, rebates, and application fees are not included in Instructional Fees.

I. “Intellectual Property Rights” means trademark, copyright, patent rights, know-how, and trade secrets.

J. “Party” or “Parties” means either the Company or the University or collectively the Company and the University.

K. “Program Term Sheet” means the form that specifies the terms for the each Distance Program as provided on Exhibit A.

L. “Steering Committee” means the committee of Company and University representatives established pursuant to Section III.C for each Distance Program.

M. “Students” means all registered enrollees in Distance Courses after the published drop-add period that is established by the University.

N. “Term” means the time period defined in Section VIII.A. of this Agreement.

O. “University Material” means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by the University for Distance Courses.

III. STRUCTURE

The Parties shall mutually determine the Distance Programs to be launched. The Parties shall execute a Program Term Sheet for each Distance Program (see Exhibit A), which will each become attached to this Agreement. All Distance Courses will be hosted on the University’s systems, fully compatible with the University’s Sakai implementation.

A. Responsibilities of Company.

1. Marketing. The Company shall perform all marketing activities to generate qualified prospective student interest to meet enrollment goals. Marketing

includes working with the University to develop a marketing plan and design for the Distance Courses, subject to Section III.E.

2. Student Recruitment. The Company shall undertake student recruitment to attract qualified prospective students for the University to consider for admission.

3. Student Retention. The Company shall undertake logistical and basic technical support to retain Students through completion of the Distance Courses.

4. Faculty Support. The Company shall provide course development support to the Faculty.

5. Instructional Services and Related Technology. The Company shall provide instructional design, technology, and multimedia services to build and deliver Distance Courses and provide technical support to Students and Faculty.

6. Regulatory Assessment. The Company shall assess and report to the University its determination of the regulatory requirements for each Distance Program, including, actions necessary for compliance with any state, national, and foreign laws, rules, and regulations, including specifically Title IV of the Higher Education Act of 1965, and shall assist University with compliance efforts. University is responsible for fees associated with registration requirements, if any.

B. Responsibilities of the University.

1. Curriculum and Content. University has sole discretionary control over the academic curriculum and course content for the Distance Courses. The University shall develop and deliver content for each Distance Program.

2. Faculty and Staff.

a. The University is solely responsible in its discretion for review, selection, appointment, administration, evaluation, and coordination of program directors, Faculty, and staff.

b. The Faculty shall provide Distance Course instruction.

3. Admission and Registration of Students. The University is solely responsible in its discretion for the following Student matters: (a) admissions; (b) collection of fees; (c) processing of student loans and grants; and (d) reporting.

4. Technology.

a. The University shall provide access for students and Faculty to the Distance Courses.

b. The University shall provide and maintain the course management system.

c. The University shall provide the Company reasonable access to the University's systems to allow the Company to provide the services that are required by this Agreement, subject to University's information security requirements and procedures.

5. Granting Credits, Certificates, and Degrees. The University is solely responsible in its discretion for granting Distance Course credits to Students who successfully complete Distance Courses.

C. Steering Committee

1. Purpose. A Steering Committee is responsible for overseeing the activities of the Parties with respect to each Distance Program.

2. Members. The University shall designate a chair of each Steering Committee from its members. Each Steering Committee consists of six (6) members, three (3) representatives designated by each Party. Each Party may substitute individuals by giving written notice to the other Party.

3. Meetings.

a. Each Steering Committee shall meet by teleconference, videoconference, or in person when the Steering Committee deems appropriate, but at least semi-annually. Representatives of each Party in addition to the members of the Steering Committee may attend Steering Committee meetings as non-voting observers at the invitation of either Party. Steering Committees shall meet in Gainesville, Florida.

b. At each Steering Committee meeting, five (5) members of the Steering Committee constitute a quorum. Each Party has one (1) vote on all matters before the Steering Committee. The Chair of the Steering Committee shall keep accurate minutes of all actions recommended or taken.

D. Licenses.

1. University Material. The University hereby grants to the Company for the Term a world-wide, royalty-free, non-exclusive right and license to access, copy, display, and use the University Material solely as necessary for Company to perform its obligations under this Agreement, subject to Section III.E. The University shall obtain any licenses or rights in Intellectual Property Rights of third parties that are necessary to enable the Company to perform its obligations under this Agreement. The University retains all right, title, and interest in its Intellectual Property Rights in the University Material.

2. Company Material. The Company hereby grants to the University for the Term, a world-wide, royalty-free, non-exclusive right and license to access, display, and use the Company Material solely as necessary for University to obtain the benefits of Company's services as set forth in this Agreement. The Company shall obtain any licenses or rights in all Intellectual Property Rights of third parties that are necessary to enable the University to obtain the benefits of Company's services as set forth in this Agreement. The Company retains all right, title, and interest in its Intellectual Property Rights in the Company Material.

3. Necessary Acts; Further Assurances.

a. Upon termination or expiration of this Agreement, the Company shall immediately discontinue all access, display, or use of the University Material, and the University shall immediately discontinue all access, display, or use of the Company Material. Within sixty (60) days after termination or expiration of this Agreement, each Party shall return or destroy the University Material or Company Material (as directed by the applicable Party), and an officer of each Party shall certify that all those materials have been returned or destroyed, except that each Party may retain one (1) copy for the purpose of complying with its records retention policy.

b. Except as specifically provided in this Agreement, neither Party may use, license, transfer, or otherwise dispose of the Distance Courses or any copyrights or other intellectual property rights in them without the express prior written consent of the other.

E. University Trademarks. The Company may not use the name, trade names and trademarks of the University (the "University Trademarks") or the names of Faculty or other University employees or agents without the prior written approval of the University's Vice President for University Relations or his/her designee in each instance. The Company agrees that the University Trademarks are subject to the standards and specifications of the University, including, the University Identity Standards (see identity.ufl.edu).

F. Fees And Distributions

1. Distribution of Instructional Fees. Within thirty (30) days after the published drop/add date for each Distance Course, the University shall report Student enrollments to the Company. The Company shall provide an invoice for the applicable Company Distribution with respect to the Distance Course. The payment terms are net thirty (30) days after receipt of invoice. Within thirty (30) days after the conclusion of each academic term, the Parties shall reconcile any outstanding Instructional Fees and make any required payments to the appropriate Party.

2. Distribution Statement. With each Company Distribution, the University shall provide the Company with a written statement in a form reasonably acceptable to the Parties reciting the Instructional Fees, including, number of students, Instructional Fees earned, and all deductions applied in the calculation of Instructional Fees.

3. Funding. Each Party is responsible for the payment of all costs and expenses associated with performing the duties assigned to it in this Agreement. Each Party is responsible for any third party products or services that it uses to perform its duties under this Agreement.

G. Maintenance of Records. The Parties shall maintain all books and records relative to this Agreement for the longer of three (3) years after termination or expiration of this Agreement and the time that is required by Title IV of the Higher Education Act (as amended) or other applicable law.

IV. CONFIDENTIAL INFORMATION

A. Confidentiality. Subject to Florida law, each Party shall maintain the confidentiality of the Confidential Information of the other Party in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner. The Parties may only disclose the other Party's Confidential Information to its officers, employees, consultants, contractors, or agents who need to know the Confidential Information to carry out their rights and responsibilities under this Agreement. In the case of consultants, contractors and agents, the Parties may only disclose the other Party's Confidential Information to persons who are bound by obligations no less restrictive than those set forth in this Agreement. Confidential Information does not include information that (1) is publicly known; (2) is already known or independently developed or discovered without use of the Confidential Information as shown by written records; (3) is disclosed by a third party having no known obligation of confidentiality with respect to the Confidential Information; or (4) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order, including the Florida Public Records Act.

B. Return of Confidential Information. Upon termination or expiration of this Agreement, each Party shall immediately discontinue all use of the Confidential Information of the other Party. Within sixty (60) days after the termination or expiration of this Agreement, each Party shall return or destroy (according to instruction by the disclosing Party) all the Confidential Information of the other Party, and an officer of each Party shall certify that all those materials have been returned or destroyed. Notwithstanding the foregoing, one copy of all Confidential Information may be retained by the Parties' legal counsel to monitor compliance with this Section IV.B.

C. Survival. The Provisions of this Article IV survive termination of this Agreement for two (2) years.

V. PUBLICITY

The Company may not advertise or publish information concerning this Agreement without the prior written consent of the University.

VI. PROTECTED HEALTH INFORMATION

Before the University shares or provides access to protected health information to the Company pursuant to this Agreement, the Parties shall enter into a separate business associate agreement to govern the confidentiality and non-use of that information.

VII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

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

VIII. TERM AND TERMINATION

A. Term. This Agreement takes effect as of the Effective Date and continues for five (5) years, unless sooner terminated in accordance with the provisions of this Agreement (the “Initial Term”). Notwithstanding any expiration of the Term or termination of the Agreement, the Agreement remains in effect (1) for any remaining term of any Distance Program in which Students are already enrolled or (2) for the term of any Distance Program for which a Program Term Sheet has been executed.

B. Distance Program Term. The term of each Distance Program will be five (5) years.

C. Termination.

1. This Agreement may be terminated (a) by mutual consent of the Parties; (b) upon sixty (60) days’ advance written notice by one Party if the other Party commits a material breach of the this Agreement and the breaching Party has not cured the material breach during the sixty-day period; or (c) by one Party upon written notice if (i) the other Party dissolves, ceases active business operations or liquidates, or (ii) 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.

2. Either party may terminate any Distance Program upon ninety (90) days’ prior written notice if there are fewer than the agreed minimum number of Students enrolled in the Distance Program during the agreed period of time following first student enrollment. The parties shall mutually determine a minimum number of Students and a corresponding period of time in each Program Term Sheet.

D. Survival. Any provisions which by their nature are intended to be applicable after any expiration or termination of this Agreement remain in effect. The University shall pay Company Distributions for Company Services that have been adequately performed by the Company prior to any expiration or termination of this Agreement notwithstanding the termination or expiration, calculated only with respect to those Students in the Distance Courses as of the date of the expiration or termination and for so long as those Students remain enrolled in the Distance Courses.

E. Legislative and Regulatory Changes. If the United States Department of Education rules prohibit tuition revenue sharing compensation for services provided by Company or otherwise prohibit or limit this Agreement, the Parties agree to negotiate in good faith a mutually agreed alternative compensation model. The Parties agree to work together to address any requirements imposed by the United States Department of Education on the Distance Courses, including, those included in Title IV of the Higher Education Act. However, if either Party finds those requirements make its further participation in this Agreement impossible or impractical, and the Steering Committee cannot develop a mutually agreeable solution within sixty (60) days after one Party notified the other of the offending requirements, it may terminate this Agreement immediately with no further obligation other than to pay Company Distributions for Company Services that have been adequately performed prior to the termination.

F. Termination by University.

1. Upon thirty (30) days' prior written notice, the University may terminate this Agreement upon the occurrence of any of the following circumstances: (a) the Company enters into an agreement to perform work with a for-profit educational institution to provide services that are similar to the Distance Courses or to provide for-profit educational services; (b) the Company acquires a financial interest in a company that is engaged in or owns a for-profit college or post graduate educational institution; (c) the Company replaces a significant number of the individuals who are performing Company Services, which materially changes the ability of the Company to deliver the same quality of services to the University; or (d) the Company remains a private company, and a for-profit educational entity acquires any ownership interest in the Company; (e) the Company becomes a public company, and a for-profit educational entity acquires ten percent (10%) or more voting interest in the Company; or (f) a change in ownership in or control of Company in which case the Company shall immediately inform University of the change. "Change in ownership or control" means the acquisition by a person, entity, or affiliated group of at least fifty percent (50%) ownership interest in Company or an ownership interest in Company that provides the ability to appoint or direct the appointment of fifty percent (50%) or more of the members of the Board of Directors or the Chairman of the Board.

2. The University reserves the right to terminate this Agreement immediately in whole or in part due to the failure of the Company to acquire and maintain all insurance policies, bonds, licenses, and permits that are required by law in connection with the services contemplated in this Agreement. The University shall provide written

notice of the termination and the reasons for it to the Company. Upon termination under this provision, except for Company Material, all goods, materials, documents, data and reports prepared by the Company under this Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Company shall be liable to the University for any excess costs that are incurred by the University in re-procuring the materials or services.

3. The University may, by written notice to the Company, immediately cancel this Agreement 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 Agreement. If this Agreement 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.

4. The University may immediately cancel this Agreement 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 Agreement in order to acquire similar equipment, material, supplies, or services from another party.

5. The University may by written notice to the Company immediately terminate this Agreement, 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.

6. The Company shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Company Warranties and Covenants.

1. Organization. The Company represents and warrants that it is duly organized, validly existing and in good standing, has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted and to execute,

deliver and perform the services that are required by this Agreement and that it holds the required registrations to perform its obligations under this Agreement.

2. No Conflict. The Company warrants that no officer, director, or agent of the Company is also an employee of the University and that no University employee owns, directly or indirectly, an interest of five percent (5%) or more in the Company or any of its affiliates.

3. Right to Use. The Company represents and warrants that it has permission to use (and for the University to use) any Company Material as set forth in this Agreement.

4. Infringement. The Company represents and warrants that it has no actual knowledge after due inquiry that the Company Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

5. Resources. The Company covenants that it will devote the capabilities, resources, and personnel to Company Services that are substantially identical to those that were represented to the University during the negotiation of this Agreement.

6. Services Commitment. The Company covenants to use diligent efforts to deliver the services contemplated in this Agreement in compliance with industry standards, using proven state-of-the-art technologies and skilled resources trained according to the highest professional standards in compliance with applicable regulatory and accreditation standards.

7. Compliance with Laws. The Company further represents and covenants that it is in compliance with all applicable laws and regulations, including, without limitation the Americans with Disabilities Act and applicable regulations and maintains a “Drug Free Workplace Policy” (including inserting that obligation in any subcontracts executed in relation to the services that are provided pursuant to this Agreement) and agrees to be bound by applicable state and federal rules governing equal opportunity and non-discrimination.

8. Liens. The Company covenants that it will keep the University free and clear from all liens asserted by any person or entity arising out of the furnishing of services or materials by or to the Company.

9. Certification. The Company warrants that entering into this Agreement did not involve collusion or anti-competitive practices and warrants and covenants that it has not given, offered to give, nor intends to give at any time economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any submitted proposal. The Company further certifies that:

a. no employee of the University and no employee's relative has a substantial interest in any agreement subsequent to this Agreement;

b. neither Company nor any of its employees have been debarred or suspended by any federal entity; and

c. the Company has not been placed on the discriminatory list with respect to submitting a bid to the University concerning the subject matter of this Agreement.

10. False Statements. Company understands that any false statements with regard to the warrants, covenants, and certifications set forth in this Section X.A.10 will void this Agreement; this Agreement is subject to legal remedies provided by law; and Company agrees to promote and offer to the University under this Agreement only those services and materials as stated in this Agreement.

B. University Warranties.

1. Organization. The University represents and warrants that it is duly organized, validly existing and in good standing, and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, and to execute, deliver and perform this Agreement.

2. Right to Use. The University represents and warrants that it has permission to use (and for the Company to use) any University Material as set forth in this Agreement.

3. Infringement. The University represents and warrants that it has no actual knowledge that the University Material infringes upon, misappropriates, or otherwise violates the Intellectual Property Rights of any third party.

C. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. LIABILITY; INDEMNIFICATION

A. Limitation of Liability. Neither party is liable to the other Party for any special, indirect, incidental, or consequential damages.

B. Infringing Material; Indemnification

1. University Material. If any University Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

2. Company Material. If any Company Material is held by a court of competent jurisdiction to constitute an infringement or other violation 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.

3. 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. Notwithstanding the foregoing, the Company's obligation under this provision will not extend to any liability caused by the sole negligence of the University, or its officers, agents and employees. The University shall, upon becoming aware of a claim which may be subject to this provision, notify the Company as soon as practicable. Failure to provide notice as soon as practicable is not a waiver of the University's rights under this Section IX.B.3, but the amount of reimbursement to which the University is entitled is reduced by the amount, if any, by which the claims would have been reduced had notice been delivered as soon as

practicable. If a court of competent jurisdiction determines that the claims arose as a result of the negligence, intentional misconduct or breach of this Agreement by the University of Florida Board of Trustees, the University of Florida, the State of Florida, or the Florida Board of Governors, the foregoing indemnification obligation shall be proportionately reduced based on the extent to which the court determines the claims resulted from that negligence, intentional misconduct, or breach. 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.

X. MANDATORY 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 an offensive academic 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 in fact borne by the ultimate purchaser; therefore, Company hereby assigns to the University any and all claims for overcharges.

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. 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.

XI. GENERAL PROVISIONS

A. Further Actions. The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.

B. Interpretation; Severability. The Parties may use the captions this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion held invalid or inoperative.

C. Notices. The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g. Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows.

If to Company:	If to University:
Apollidon, LLC 3689 Tampa Road, Suite 300 Oldsmar, Florida 34677	235 Tigert Hall, P. O. Box 113175 Gainesville, Florida 32611-3175
Attention: John Everett, President and CEO	Attention: Provost

Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

D. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.

E. Assignment. Neither party may assign this Agreement (including through an acquisition or a change of control) without the prior written consent of the other party, which consent the parties may not unreasonably condition, withhold, or delay.

F. Relationship. The relationship between the Company and the University is independent contractor. Nothing in this Agreement creates or implies a partnership, agency, employer/employee, or other legal relationship between the Parties. Either Party may utilize the products and/or services of third party contractors other than for-profit educational institutions in connection with the performance of the services under this Agreement without the consent of the other Party.

G. Entire Contract. This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.

H. Modifications and Waiver. The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.

J. Force Majeure. Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.

K. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and Company have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

Remainder of the page intentionally blank.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, LLC

By:

John Everett
CEO Apollidon LLC

Date:

4/19/13

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By:

Lisa S. Deal
Director of Purchasing, Division of Finance and Accounting

Date: 4/30/13

Approved:

By:

W. Andrew McCollough, Ph.D.
Associate Provost for IT, E-Learning and Distance Education

Date: 4/29/13

By:

William H. Riffie
Dean, College of Pharmacy

Date: 4/26/13

By: Sarah H. Vincent, Director

for David S. Guzick, M.D., Ph.D.
Senior Vice President for
Health Affairs, University of Florida
President, UF & Shands Health System

Date: 04/25/13

EXHIBIT A-1
PROGRAM TERM SHEET
FORENSIC SCIENCE

This Exhibit A-1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of April 1, 2013 between (“**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. Forensic Science Programs

MASTER'S DEGREES	GRADUATE CERTIFICATES
MS in Forensic Science	Certificate in Forensic Death Investigation
MS in Forensic DNA & Serology	Certificate in Forensic DNA & Serology
MS in Forensic Toxicology	Certificate in Forensic Toxicology
MS in Forensic Drug Chemistry	Certificate in Forensic Drug Chemistry
PSM in Forensic Science	Certificate in Veterinary Forensic Sciences

- 2. Enrollment Term:** Beginning May 1, 2013, new students may enter the Distance Courses in this program in the spring, summer and fall terms. Each new enrollment must be approved by the University Registrar’s Office following standard enrollment and registration procedures for the University.

3. Steering Committee Designees

- a. For the University:

Ian Tebbett, Ph.D., College of Pharmacy
Donna Wielbo, Ph.D., College of Pharmacy
Brian Karcinski, Accountant, College of Pharmacy

- b. For the Company: [enter the titles of three designees]

John Everett, CEO
Ann-Louise Everett, COO
Beth Garland, VP Marketing

- 4. Company Distribution:** forty per cent (40%).

- 5. Minimum Number of Students:** Pursuant to Section VIII.C.2 of the Agreement, each Distance Program is subject to termination if 1500 Students per year are not enrolled.

EXHIBIT A-2
PROGRAM TERM SHEET
PHARMACEUTICAL CHEMISTRY

This Exhibit A-1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of April 1, 2013 between (“**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. Pharmaceutical Chemistry Program. The MS and PSM in Pharmaceutical Chemistry concentrations, provided by the College of Pharmacy, are structured to provide the student with a strong foundation in analytical techniques, pharmacology, metabolism, QA/QC, and drug chemistry. The PSM program also provides additional leadership and management courses.

Master's in Pharmaceutical Chemistry
Certificate in Pharmaceutical Chemistry
PSM in Pharmaceutical Chemistry

2. **Enrollment Term:** Beginning May 1, 2013, new students may enter the Distance Courses for this program in the spring, summer and fall terms. Each new enrollment must be approved by the University Registrar’s Office following standard enrollment and registration procedures for the University.

3. **Steering Committee Designees**

- a. For the University:

Ian Tebbett, Ph.D., College of Pharmacy
Donna Wielbo, Ph.D., College of Pharmacy
Brian Karcinski, Accountant, College of Pharmacy

- b. For the Company: [enter the titles of three designees]

John Everett, CEO
Ann-Louise Everett, COO
Beth Garland, VP Marketing

4. **Company Distribution:** forty per cent (40%).

5. **Minimum Number of Students:** Pursuant to Section VIII.C.2 of the Agreement, each Distance Program is subject to termination if 400 Students are not enrolled per year.

EXHIBIT A-3
PROGRAM TERM SHEET
CLINICAL TOXICOLOGY

This Exhibit A-1 Program Term Sheet (the “**Program Term Sheet**”) is an exhibit to the Agreement entered into as of April 1, 2013 between (“**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. Clinical Toxicology Program. The Clinical Toxicology Graduate Program offers both a 32-credit master’s degree and a 15-credit graduate-level certificate program in clinical toxicology. Both programs focus on toxicants, drugs of abuse, drug analysis and biotransformation, as well as the treatment of poisoned or overdosed patients.

Master's in Clinical Toxicology
Certificate in Clinical Toxicology

2. **Enrollment Term:** Beginning May 1, 2013, new students may enter the Distance Courses for this program in the spring, summer and fall terms. Each new enrollment must be approved by the University Registrar’s Office following standard enrollment and registration procedures for the University.
3. **Steering Committee Designees**

- a. For the University:

Ian Tebbett, Ph.D., College of Pharmacy
Donna Wielbo, Ph.D., College of Pharmacy
Brian Karcinski, Accountant, College of Pharmacy

- b. For the Company: [enter the titles of three designees]
- John Everett, CEO
Ann-Louise Everett, COO
Beth Garland, VP Marketing

4. **Company Distribution:** forty per cent (40%).

Minimum Number of Students: Pursuant to Section VIII.C.2 of the Agreement, each Distance Program is subject to termination if 100 Students are not enrolled per year.

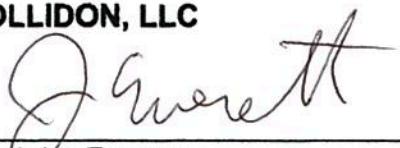
Distance Education Agreement Amendment

THIS AMENDMENT is entered into as of January 1, 2016, between Apollidon, L.L.C., a Delaware limited liability company authorized to conduct business in Florida ("Company") and the University of Florida Board of Trustees a public body corporate of the state of Florida for the benefit of the College of Pharmacy, University of Florida ("University").

The parties entered into a Distance Education Agreement on April 1, 2013, for the University's online College of Pharmacy forensics master's program. The parties wish to modify that agreement as follows.

- Section II.A is revised to read, "Company Distribution' means the amount specified in paragraph 5 of the Program Term Sheet."
- Section II.H is deleted.
- Section II.K is revised to read, "Program Term Sheet' means the form that specifies the terms for the Distance Program provided on Exhibit A."
- The first paragraph of Section III is revised to read, "The Parties shall designate in the Program Term Sheet which of the following services will be included in the responsibilities of the Company."
- In the second line of Section III.A.6, "each" is changed to "the."
- The title of Section III.F is changed to "Fee."
- The heading for Section III.F.1 is changed to "Company Distribution."
- The last sentence of Section III.F.1 is deleted.
- Section III.F.2 is deleted.
- The first sentence of Section IV.A is revised to read, "Subject to Florida Law, each Party shall maintain the confidentiality of the Confidential Information of the other Party for two (2) years from disclosure in the same manner that it maintains its own confidential information, but in no event less than a commercially reasonable manner."
- The first sentence of Section VIII.A is revised to read, "This Agreement takes effect as of the Effective Date and continues for eight (8) years, unless sooner terminated in accordance with the provisions of this Agreement."
- Section VIII.B is deleted.
- At the end of the first sentence of Section VIII.C.2, the phrase, "following the first student enrollment," is deleted.
- In the last line of Section VIII.C.2, "each" is changed to "the."
- Section X is changed to Section IX.
- In the second line of new Section IX.A.10, the reference to "Section X.A.10" is changed to "Section IX.A."
- Section IX is changed to Section X.
- "X. MANDATORY TERMS" is changed to "XI. MANDATORY TERMS."
- "XI. GENERAL PROVISIONS" is changed to "XII. GENERAL PROVISIONS."
- Exhibits A-1, A-2, and A-3 are replaced by the Exhibit to this Amendment.

All other terms of the agreement remain unchanged. The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

APOLLIDON, LLCBy: 

John Everett
CEO Apollidon LLC

Date: 4/13/16**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

cspitzer@ufl.edu
cn=cspitzer@ufl.edu
2016.04.11 09:26:58
-04'00'

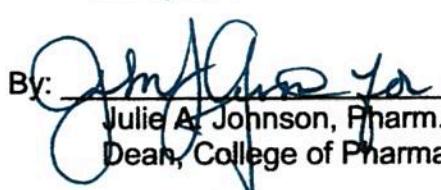
By: 

Cheri Spitzer
Procurement Coordinator I

Date: _____

Approved: By: 

W. Andrew McCollough, Ph.D.
Associate Provost for Teaching &
Technology

Date: 4/17/14By: 

Julie A. Johnson, Pharm.D.
Dean, College of Pharmacy

Date: 3/30/16

Exhibit
Program Term Sheet
Forensic Science

This Program Term Sheet is an exhibit to the Agreement entered into as of April 1, 2013 between Apollidon, LLC ("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.

Forensic Science

MS DEGREES

Forensic Science
Forensic DNA & Serology
Forensic Toxicology
Forensic Drug Chemistry

GRADUATE CERTIFICATES

Forensic Death Investigation
Forensic DNA & Serology
Forensic Toxicology
Forensic Drug Chemistry

Pharmaceutical Chemistry

MS DEGREES

Pharmaceutical Chemistry

GRADUATE CERTIFICATES

Pharmaceutical Chemistry

Clinical Toxicology

MS DEGREES

Clinical Toxicology

GRADUATE CERTIFICATES

Clinical Toxicology

2. Company Services:

Service Offering	Yes/No
a. Marketing	Yes
b. Recruitment	Yes
c. Retention	Yes
d. Faculty Support	Yes
e. Instructional Services and Related Support	No

- 3. Enrollment Term:** Beginning May 1, 2013, new students may enter the Distance Courses in this program in the spring, summer and fall terms. Each new enrollment must be approved by the University Registrar's Office following standard enrollment and registration procedures for the University.

4. Steering Committee Designees

For the University: Ian Tebbett, Ph.D., College of Pharmacy Donna Wielbo, Ph.D., College of Pharmacy Brian Karcinski, Accountant, College of Pharmacy		For the Company: John Everett, CEO Ann-Louise Everett, COO Susan Kelly CMO
--	--	---

- 5. Company Distribution:** \$210 per credit for each Student enrollment.
- 6. Minimum Number of Student Enrollments:** Pursuant to Section VIII.C.2, the Agreement is subject to termination if the following minimums are not attained: (a) for the

Forensic Sciences degrees and certificates, 1500 enrollments per year; (b) for the Pharmaceutical Chemistry degrees and certificates, 100 enrollments per year; and (c) for the Clinical Toxicology degrees and certificates, 60 enrollments per year.