

SERVICES AGREEMENT

BETWEEN

DELTAK EDU, INC.

AND

PURDUE UNIVERSITY

This Services Agreement ("Agreement") is made and entered into by and between Deltak Edu, Inc., ("Deltak"), a Delaware corporation, and Purdue University, ("Purdue") as of the 25th day of OCTOBER, 2010 ("Effective Date"). Deltak and Purdue may be individually or collectively referred to as a "Party" or "Parties".

In consideration of the payments agreed to be made and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

The following definitions shall apply to terms in this Agreement. Other defined terms are found in their relevant sections.

1.1 "Purdue Designee" shall mean and refer to the person appointed by Purdue who shall act as a liaison between Purdue and Deltak for matters related to this Agreement and who shall be responsible for overseeing performance by Purdue of its obligations under this Agreement. As of the Effective Date, the Purdue Designee shall be Michael Eddy.

1.2 "CMS" shall mean a course management system that is compliant with industry standards and practices.

1.3 "Confidential Information" shall mean: (i) as to either Party, information, materials, data, reports, programs, documentation, diagrams, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets that are developed, created, or acquired by such Party, whether in a tangible or intangible form, on any media, or disclosed orally; (ii) as to either Party, information and data relating to or describing such Party's or its affiliates' practices, personnel, agents, subcontractors, students, clients, schools, customers, suppliers, products, services, business, financials, costs, or margins that is not generally known or available to the public; and (iii) as to either Party, any records, data, information, and other materials in the possession or control of either Party, created, collected, processed, handled, stored, transmitted, or received, in any form or media, in connection with this Agreement, the disclosure of which is prohibited, whether by law, statute, governmental regulation, or ordinance.

1.4 "Core Academic Functions" shall mean the following functions that are reserved to Purdue in the fulfillment of its obligations as a duly authorized and accredited institution of higher education, each of which shall be carried out in accordance with such procedures and practices: (i) The establishment of standards for appointment as faculty and evaluation of such faculty as may offer instruction in the Programs; (ii) The establishment of standards for the admission of students to the Programs and the admission of such students as meet such standards; (iii) The establishment for each Program of: (a) applicable standards, prerequisites, requirements and performance measures; (b) standards for the evaluation of the performance of students enrolled in such Program; (c) processes for the evaluation of such student performance; and the establishment of mechanisms for the oversight of the integrity of such evaluations; (iv) The establishment for each Program of: (a) the requirements for the granting of academic degrees and credentials respecting the Programs; (b) determination of the qualification of

students enrolled in the Programs to receive such academic degrees or other credentials; and (c) the awarding of all academic degrees and credentials to such students.

1.5 "Cumulative Annual Enrollment" means the total number of course enrollments for students Enrolled in all Programs for each Enrollment Period. For purposes of this Agreement, "course enrollment" shall mean each course in any and all Programs in which a student is Enrolled. For example, if a student is Enrolled in three courses in a Program within a single Academic Term, this will constitute three course enrollments for purposes of calculating Cumulative Annual Enrollment, and, if a student is Enrolled in one course in each of three successive Academic Terms, this will constitute three course enrollments for purposes of calculating Cumulative Annual Enrollment. As used herein, "Academic Term" means any period in which a student initiates and completes an academic course.

1.6 "Deltak Academic Services System Materials" shall mean and refer to any web based or web enabled materials that Deltak utilizes in the development of online curriculum.

1.7 "Deltak Designee" shall mean and refer to the person appointed by Deltak who shall act as a liaison between Purdue and Deltak for matters related to this Agreement and who shall be responsible for overseeing performance by Deltak of its obligations under this Agreement. As of the Effective Date, the Deltak Designee shall be Greg Finkelstein.

1.8 "Deltak Online Delivery Services" shall mean the marketing, student recruitment, retention services, online curriculum development services and operations management delivered by Deltak to Purdue.

1.9 "Deltak Sales System Materials" shall mean and refer to certain web pages, domains and databases owned and created by Deltak in connection with the marketing of the Programs.

1.10 "Effective Date" shall have the meaning as set forth in the introductory paragraph of this Agreement.

1.11 "Enrolled" means registered and attending at least one course within such Program.

1.12 "Enrollment Period" shall mean each successive period of twelve (12) months following the Service Commencement Date.

1.13 "Minimum Enrollment Threshold" shall mean the minimum Cumulative Annual Enrollment in each Enrollment Period.

1.14 "Program" shall mean and refer to each of the individual online academic programs developed under this Agreement, and "Programs" shall mean the plural of Program. It is the mutual intent of Purdue and Deltak to develop and offer one or two Programs within a year of the Effective Date of this Agreement. Such Programs shall be added by amendment to this Agreement and shall specify the Program Name, Minimum Enrollment Threshold, the Launch Term, and any other terms that are in addition to or different from the terms in this Agreement.

1.15 "Purdue Materials" shall mean the curricula that will be used for the Programs.

1.16 “Services” shall mean the services to be provided by Deltak to the Purdue in accordance with this Agreement, including but not limited to the Deltak Online Delivery Services.

1.17 “Service Commencement Date” shall mean the first date that a student is enrolled in any of the Programs.

1.18 “Term” shall have the meaning provided in Section 5 of this Agreement.

2. DELTAK RESPONSIBILITIES

2.1 Marketing: Preparation and Approval of Marketing Materials. As part of marketing the Programs, Deltak shall prepare and distribute, at its sole cost, promotional literature, advertising copy, design ideas and other marketing materials (collectively, “Marketing Materials”). All such Marketing Materials shall be provided to Purdue’s Designee for review and approval within ten (10) business days prior to its anticipated use. If Purdue does not approve the Marketing Materials, Purdue shall provide to Deltak a written explanation describing the reason for such disapproval and an explanation for necessary corrections to receive Purdue’s approval. Approval by Purdue’s Designee shall not be unreasonably withheld or delayed, and if disapproval is not received by Deltak within ten (10) business days following submission of the Marketing Materials to Purdue’s Designee, the Marketing Materials shall be deemed approved.

2.1.1 Limited Rights in Marketing. The Marketing Materials shall incorporate certain trademarks, trade names and logos as set forth in Schedule 2.1.1 (collectively the “Marks”), where use of such Marks shall be subject to the approval rights of Purdue as set forth in Section 2.1.

2.1.2 Right to Use. Purdue grants to Deltak a non-exclusive, non-transferable, limited license to use Purdue’s Marks in any Marketing Materials in connection with Deltak’s marketing and promotion of each Program for the Term of the Agreement (“Marks License”). The Marketing Materials shall: (a) clearly identify Purdue as the owner of the Marks; (b) conform to Purdue’s then-current trademark and logo guidelines; and (c) include local notice or markings as required by law. Each of the Marks has been in use by Purdue in the marketplace prior to the date of this Agreement and there is a level of quality associated with each Mark. Deltak agrees to use the Marks only in a manner which reflects positively (in the reasonable discretion of Purdue) on the goodwill of the Marks. The Marks License granted herein is personal to Deltak and shall not include the right of Deltak to use the Marks, or any arguably confusingly similar term, as part of any Internet domain names.

2.1.3 Ownership. Deltak acknowledges that its utilization of Purdue’s Marks will not create in Deltak, nor will Deltak claim Deltak has, any right, title, or interest in or to Purdue’s Marks other than the limited right of use expressly granted herein. Purdue acknowledges that Deltak will utilize certain web pages, domains and databases owned and created by Deltak in connection with the marketing of the Programs (“Deltak Sales System Materials”) and the utilization of the Deltak Sales System Materials under this Agreement will not create in Purdue, nor will Purdue represent Purdue has, any right, title or interest in or to Deltak Sales System Materials.

2.1.4 Infringement by Third Parties. Deltak agrees to promptly notify Purdue of any potential acts of infringement of Purdue’s Marks by third parties as they come to Deltak’s attention, but will take no other action unless and until requested to do so by Purdue. Any action requested by Purdue to be taken by Deltak shall be at Purdue’s expense.

2.1.5 Effect of Termination on Marks License. The Marks License granted in Section 2.1.2 shall terminate immediately upon termination or expiration of this Agreement whereupon Deltak shall

immediately take measures to cease any and all use of Purdue's Marks by Deltak and destroy, or return to Purdue at Purdue's request, the Marketing Materials. Use of Purdue's Marks shall not continue more than thirty (30) days after the termination or expiration of this Agreement without the express written permission of Purdue.

2.2 License to Purdue Materials. Purdue grants to Deltak a non-exclusive, non-transferable, limited license to (a) reproduce the Purdue Materials in digital form of display on its website and (b) reproduce, transmit, communicate, display or distribute the Purdue Materials in accordance with this Agreement. Deltak shall give Purdue credit in connection with the exploitation of the Purdue Materials by identifying Purdue in a prominent manner in conjunction with the Purdue Materials as displayed on the website, where such identification shall be subject to Purdue's review and approval.

2.3 Recruitment of Students. Deltak shall recruit students to enroll in the Programs. Sections with fewer than eight (8) students may be started only with the mutual agreement of Deltak and Purdue. Candidates for admission and registration must comply with the applicable standards and practices of Purdue. Deltak shall only advise students as to the curriculum of the Programs for the student's use in choosing to enroll, where such advice shall not include counseling regarding classroom performance or other academic matters.

2.4 Retention Services.

2.5 Course Management System (CMS). Purdue shall provide the CMS for delivery of the Programs. Purdue agrees to provide Deltak administrative access to the CMS in order for Deltak to perform Deltak's duties under this Agreement including but not limited to those duties listed in Section 2 hereof.

2.6 Program Development Services. Deltak shall support Purdue in the development of courses for the Programs. Support will include, but not be limited to, online training of faculty on the CMS, instructional design support, and course development resources. Standards and development milestones must be developed, in writing, and be mutually agreed upon prior to the initiation of work. Purdue is responsible for managing faculty to agreed upon standards and milestones to insure timely development of courses to meet the mutually agreed upon development process for each Program.

3. PURDUE RESPONSIBILITIES

3.1 Student Tuition and Fees. Purdue shall determine the amount of all tuition and fees charged to students who participate in the Programs. Such charges may be changed from time to time by Purdue, provided that Purdue notifies Deltak of any and all changes at least ninety (90) days prior to the effective date of any such change.

3.2 Curriculum Development. Purdue shall exercise total jurisdiction over, and be fully responsible for, the content and quality of the Purdue Materials. The Purdue Materials to be used in the Programs shall be developed by Purdue with review and input by Deltak that Purdue shall consider in good faith. Such Purdue Materials shall be established in accordance with the standard procedures, processes, and guidelines of Purdue. Purdue shall obtain at its expense all consents, approvals and permissions necessary to reprint or otherwise use the Purdue Materials. All Purdue Materials developed

by the Instructors (hereinafter defined in Section 3.3) for delivery in the Programs shall be contracted with and remunerated by Purdue as a work for hire. Purdue shall retain sole ownership of all Purdue Materials. Purdue acknowledges that Deltak will utilize certain web based or web enabled materials in connection with the instructional design and web enablement of the Programs ("Deltak Academic Services System Materials") and the utilization of the Deltak Academic Services System Materials under this Agreement will not create in Purdue, nor will Purdue represent Purdue has, any right, title or interest in or to Deltak Academic Services System Materials.

3.3 Admission Requirements. Purdue shall determine the admissibility of students to the Programs and transferability of any previously earned credit in compliance with the admission standards and practices of Purdue. The admission requirements shall be consistent with the admissions standards of other degree programs offered by Purdue. Purdue's admissions standards and practices are subject to change in the sole discretion of Purdue, and Purdue shall provide Deltak notice of such change ninety (90) calendar days prior to the effective date of the change.

3.4 Instructors. Purdue shall recruit, employ and compensate instructors for the Programs ("Instructors"). Purdue shall reimburse Instructors for costs and expenses incurred by Instructors in connection with the instruction, attendance at faculty meetings, faculty travel, faculty development, and any other related costs and expenses to the extent such costs and expenses are reimbursable as provided for in Purdue's faculty handbook or reimbursement policies applied to faculty in general.

3.5 On-Campus Office Facilities. With respect to meetings, training and administrative coordination of the Programs, Purdue shall provide reasonable administrative office space, if available and required, on Purdue's campus for the employee of Deltak participating in the foregoing activities. Specific arrangements regarding furniture, fixtures, office equipment, network integration availability, telephones and similar matters, and the expenses related thereto shall be agreed upon in writing by the Parties.

3.6 Promotional Literature and Advertising Review. Purdue shall review all Marketing Materials submitted by Deltak in accordance with Section 2.1.

3.7 Academic Records. Purdue shall maintain academic records and information concerning all students enrolled in the Programs for the period of time required by applicable law. Course credits earned by students enrolled in the Programs shall be posted to Purdue's transcript records in accordance with the then-current practices of Purdue. All such student enrollment and financial records shall remain the sole property of Purdue, but Deltak shall be given reasonable access and use of said records for accounting and verification of fees that are due Deltak under this Agreement or for other operational activities, such as invoicing or registering students, pursuant to Deltak's rights and obligations hereunder. In the event the access and use given Deltak by Purdue does not meet Deltak's needs for accurate and/or timely information, the parties agree to meet together and to use their best efforts to determine an access and use methodology that meets Deltak's requirements for access and use of student records. All such records shall be treated as Confidential Information hereunder to maintain the confidentiality of all student information and shall not be disclosed to any third parties, except as Deltak or Purdue is required to disclose such information by applicable law. In the event one of the Parties to this Agreement is requested to disclose such information, that Party shall notify the other Party of such request. Deltak acknowledges and agrees that it shall comply with all State and Federal laws, rules or regulations pertaining to confidentiality of student records, including, without limitation, the Family Education Rights and Privacy Act (FERPA) and any amendments thereto.

3.8 Student Services. Purdue shall permit students enrolled in the Programs to utilize Purdue's student services identified in Purdue's student handbook or catalog.

3.9 Use of Technology Equipment/Software. At no charge to Deltak, Purdue shall provide Deltak access to Purdue's existing equipment, equipment services, programs and supplies so that Deltak may perform its obligations under this Agreement.

3.9 Access to Personnel. Deltak shall have reasonable access to Purdue's management, professional and operating personnel necessary for performance under this Agreement. Deltak's obligation to conform to any schedule set forth in this Agreement or its Exhibits and Schedules, if any, or by later agreement, is subject to Deltak receiving the timely and continuing cooperation of Purdue, its employees and agents.

3.10 Use of Third Party Software/Hardware. Purdue shall be solely responsible for obtaining the right for Deltak to have access to and to use all software and hardware necessary for Deltak to perform its Services. Purdue shall obtain all permissions required from third party vendors, including sublicenses if any are required. Deltak shall not be liable to Purdue for non-performance if Deltak's non-performance is caused by Purdue's failure to obtain the requisite access for Deltak to any such hardware or software.

3.11 Online Course Development. Purdue shall be responsible for developing and providing the Purdue Materials for the Programs and supporting Instructors in the design and development of the Purdue Materials.

3.12 System Outage Notification. Purdue will provide current contact information and an appropriate escalation path for key technology support personnel. Purdue will notify Deltak a minimum of 24 hours in advance of scheduled maintenance or required repairs to any system used by or for online students. If an unplanned system outage occurs, Purdue will immediately notify Deltak's designated technical contact via telephone. This notice will include the reason for the system outage and estimated time for restoration of services if Purdue knows this information when it gives this notice.

3.13 Program Launch. Purdue will assign adequate resources to develop and offer the Programs. In the event Purdue does not timely provide the Purdue Materials as set forth in Section 3.11 above, then Purdue shall reimburse Deltak for actual expenses incurred by Deltak for services delivered for the development of courses and marketing of the Programs.

3.14 Program Marketing. Purdue agrees to market and promote the Programs through usual and customary channels. Such customary channels shall include, but not be limited to, adding a description of the programs in Purdue's curriculum descriptions, student literature, admissions collateral and similar materials prepared by and published by Purdue in whatever format.

3.15 Public Relations. Purdue agrees that it shall support public relations activities of Deltak with respect to promoting Purdue's online activities, which support shall include, but not be limited to, providing comments of faculty or other staff.

3.16 Rasmussen Partner Network. Deltak is a subsidiary of Rasmussen, Inc which also operates Rasmussen College, a regionally accredited career focused college. As part of the Agreement, Purdue agrees to become a member of the Rasmussen Partner Network (RPN). As a member of RPN, Purdue will gain access to a pool of Baccalaureate students attending Rasmussen College. Deltak will promote Programs covered by this Agreement to Rasmussen College graduates through corporate outreach, web marketing and internal marketing efforts. Provided the students meet the admissions requirements for any of the partner programs offered, Purdue University agrees to accept them into the Programs on a space available basis. Notwithstanding the foregoing, this Agreement does not create any expressed or implied preference for Rasmussen College students related to acceptance into the Programs.

4. JOINT RESPONSIBILITIES/FEES

4.1 Liaison between Parties. Purdue shall appoint a Purdue Designee pursuant to Section 1.1, and Deltak shall appoint a Deltak Designee, pursuant to Section 1.6, to oversee performance under this Agreement. Deltak's Designee shall be reasonably available for consultation with the Purdue Designee regarding work to be performed under this Agreement. The Purdue Designee shall be the only person authorized by Purdue to address Deltak's performance and the nature and scope of Services to be accomplished pursuant to this Agreement. The Deltak Designee shall be the only person authorized by Deltak to commit to perform work for Purdue pursuant to this Agreement. The liaisons shall be responsible for attempting to resolve any disputes between the Parties pursuant to Section 8.1 before submission of the dispute to mediation as provided in Section 8.2.

4.2 Regulatory Compliance. Deltak shall use all reasonable efforts to operate the Programs and perform its obligations under this Agreement in compliance with all applicable standards, regulations, rules, ordinances, statutes and laws that may from time to time be imposed by any regulatory agencies having jurisdiction over Deltak or the Programs. Purdue shall use all reasonable efforts to perform its obligations under this Agreement in compliance with all applicable standards which may from time to time be imposed by the Regional Accrediting Association which accredits Purdue or any regulatory agencies having jurisdiction over Purdue. Purdue and Deltak acknowledge and agree that regulations may be imposed by a recognized Regional Accrediting Association or regulatory agencies having jurisdiction over Purdue or the Programs that could affect the ability of both Parties to recruit and admit students or make the payments contemplated hereunder. Purdue and Deltak shall each notify the other Party as soon as any such regulations are issued and shall work together to achieve compliance in a manner that reflects the benefits of the bargain contained in this Agreement. Specifically, each Party shall suggest to the other Party amendments and modifications to the terms of this Agreement that are reasonably aimed at achieving the goal identified in the preceding sentence. In the event that the Parties cannot reach agreement on amendments or modifications and one Party concludes that the existing arrangements would violate a material and applicable regulation, such Party shall have a right to provide notice of termination that would be effective not less than 120 days nor more than 360 days after the provision of such notice and the Parties will work diligently together to wind down the activities contemplated by this Agreement in a manner aimed to provide the least amount of inconvenience to either Party.

4.3 Commercially Reasonable Efforts. Purdue and Deltak shall use commercially reasonable efforts to make the Programs a success and shall provide reasonable services necessary or desired to accomplish that goal, including creating and maintaining appropriate administrative structures, staff and budgetary support.

4.5 Fees / Sharing of Revenue. As compensation for their respective responsibilities outlined herein, Purdue shall pay to Deltak a share of revenue related to each of the Programs as follows:

4.5.1

4.5.2 For the purposes of sharing revenue under this Agreement, revenue shall be calculated by multiplying the applicable Revenue Share percentage for each Party by the total amount in tuition fees paid by or on behalf of a student for enrollment in the Programs, net of refunds paid to students made in accordance with Purdue's tuition refund policy ("Revenue"). Purdue has campus based programs taught in the residential setting, where students in these residential programs may take the Programs and each such enrollment in the Programs shall be subject to the revenue-sharing provisions of this Agreement.

Students in the non-campus based Programs may take campus-based programs where such enrollment shall not be subject to the revenue-sharing provisions of this Agreement.

4.5.3 No later than fifteen (15) business days after the first day of each Academic Term (“Census Date”), Deltak will submit an invoice based on the number of estimated enrollments (“Estimated Census”). Such invoice shall be accompanied by a list of students enrolled in each course in the Programs in that Academic Term. Payments to Deltak of its Revenue Share shall be made no later than fifteen (15) business days after submission of the invoice by Deltak to Purdue. Any discrepancies identified by Deltak or Purdue in the Estimated Census shall be reconciled by the Parties in accordance with Section 4.5.4.

4.5.4 Twenty (20) business days after the Census Date, Deltak shall submit to Purdue the actual number of students enrolled in each course in each Program for which Deltak sent an invoice to Purdue pursuant to Section 4.5.2 (the “Actual Census”). If the Actual Census reveals that Purdue underpaid Revenue Share to Deltak on any invoice (i.e. the Actual Census was greater than the Estimated Census), then Deltak shall invoice Purdue for the difference between the amount of Revenue Share actually owed to Deltak and the amount of Revenue Share actually paid to Deltak by Purdue, and Purdue shall pay such invoice no later than fifteen (15) business days after submission of the invoice by Deltak to Purdue. If the Actual Census reveals that Purdue overpaid Revenue Share to Deltak on any invoice (i.e., the Actual Census was less than the Estimated Census), then Deltak shall, in the next invoice sent to Purdue, apply a credit in the amount of the difference between the amount of Revenue Share actually paid to Deltak by Purdue and the amount of Revenue Share actually owed to Deltak.

4.6 Exclusivity / Right of First Refusal. Except as otherwise provided herein, during the Term Of this Agreement, Purdue agrees that Deltak shall be the sole provider of the Services for each of the Programs developed under this Agreement. Purdue shall not enter into any agreement or arrangement with a third party pursuant to which such party would provide similar Services for courses which are offered to students which are the same or substantially similar to a Program. Purdue agrees that it shall not launch any programs that compete, in scope or target audience, with the Programs developed under this Agreement. From time to time as market conditions change it may be necessary or desirable to change or add to the Programs, which shall be done by mutual agreement between the Parties. If Purdue desires to offer additional programs developed and offered in a manner similar to that employed in this Agreement, then Purdue agrees to provide Deltak written notification and permit Deltak ninety (90) business days to accept or decline to provide such additional programs before seeking the services of a third party to offer such additional programs. The parties agree that this Section 4.6 applies to only the West Lafayette campus of Purdue University.

4.7 New Programs. In addition to the Programs to be offered pursuant to Section 1.14 hereof, Purdue and Deltak contemplate the inclusion of additional Programs to this Agreement (“New Programs”). Any New Programs will be added by amendment to this Agreement per Section 10.4. Revenue from each of the New Programs added by amendment shall be governed by Section 4.5.1, unless otherwise stated by amendment to this Agreement.

4.8 Non-Credit Technical Assistance Program (TAP) Services. The Parties contemplate a relationship whereby Deltak will provide services including but not limited to instructional design, course production, and 24/7 student and faculty support for courses and programs offered by TAP. These services are to be provided on a fee for service basis. TAP will request from Deltak a proposal covering the scope of work, the fees for each such service and payment terms. Such work will be performed by Deltak as a Work made for Hire as that term is defined in the US Copyright Laws. Once delivered and

paid for, Deltak agrees to transfer all right, title and interest in the work to Purdue University. There is no obligation on TAP's part to accept any such proposal. Such acceptance is at the sole discretion of TAP. The services provided under this Section 4.8 are exempt from the provisions of Section 4.5 of this Agreement and the courses and programs offered by TAP shall not be included in the definition of Programs, as used in this Agreement. All other terms and conditions of the Agreement apply to the services provided under this Section 4.8.

5. TERM

Term.

The Initial Term, Renewal Term, and any New Program Term(s) and New Program Renewal Term(s) are collectively referred to herein as the "Term."

6. REPRESENTATIONS AND WARRANTIES

6.1 Deltak Warranties

6.1.1 Deltak warrants to Purdue that (i) the professional staff it assigns to perform Deltak Online Delivery Services and perform the Deltak responsibilities under this Agreement shall be competent to perform the Services rendered by them and (ii) the Deltak Online Delivery Services and Deltak responsibilities shall be performed in a good and workmanlike manner.

6.1.2 Deltak warrants that its compensation of its employees or other persons who perform any student recruitment or admission activities for Deltak under this Agreement is and will continue to be in compliance with Section 487(a)(20) of the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a)(20)), or any successor provisions, and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. § 668.14(b)(22), or any successor provision.

6.1.3 EXCEPT AS SET FORTH ABOVE, THE DELTAK ONLINE DELIVERY SERVICES AND ACTIVITIES UNDERTAKEN TO FULFILL THE DELTAK RESPONSIBILITIES ARE PROVIDED HEREUNDER ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. DELTAK SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6.2 Purdue's Warranties

6.2.1 Purdue warrants that it has the requisite rights and authority necessary to enter into and carry out the terms and conditions of this Agreement and that the performance of the terms of this

Agreement and of Purdue's obligations under this Agreement shall not violate any separate agreement, law or regulation by which Purdue is bound.

6.2.2 Purdue warrants that it is, and will continue to be during the Term of this Agreement: (i) authorized to operate and grant degrees by the relevant higher education agencies within the state(s) in which it maintains its principal office and from which it delivers its educational programs; (ii) accredited by an accrediting agency recognized by the U.S. Department of Education; (iii) certified by the U.S. Department of Education to participate in the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 Purdue Indemnity. Purdue shall indemnify, defend and hold Deltak harmless from any and all damages, losses, claims, and suits arising from copyright, trademark or other intellectual property infringement third party claims, or other actions or causes which are brought, threatened or maintained by third parties against Deltak as a result of Deltak publishing or posting on the website the Purdue Materials as provided by Purdue and in accordance with Purdue's instructions and this Agreement. In the event any such claim is made or suit brought against Deltak because of Purdue Material submitted by Purdue to Deltak, Deltak reserves the right to immediately upon notice to Purdue, and without requirement for consent or permission from Purdue, remove any Purdue Material which is the subject of such claim or suit from the materials which are published or posted on the website pursuant to this Agreement.

7.2 Deltak Indemnity. Deltak shall indemnify, defend and hold Purdue harmless from any and all damages, losses, claims, and suits arising from: (i) copyright, trademark or other intellectual property infringement third party claims, or other actions or causes which are brought, threatened or maintained against Purdue as a result of use of the Deltak Online Delivery Services or Deltak Sales System Materials.

7.3 LIMITATIONS

7.3.1 Limitation for Damage to Purdue Materials. In the event of loss, damage, destruction or inoperability of any Purdue Materials on Deltak servers due exclusively to the negligence of Deltak, Deltak's sole obligation and liability resulting therefrom shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at Deltak's option, of the lost, damaged, destroyed or inoperable Purdue Material from the backup Purdue Materials maintained by Deltak.

7.3.2 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE, WHETHER CONTRACTUALLY OR IN TORT, FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR A PARTY'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF GOODWILL, AND LOST DATA. IN NO EVENT SHALL DELTAK'S LIABILITY TO PURDUE FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY DELTAK FROM PURDUE DURING THE THREE (3) MONTHS PRECEDING THE EVENT TRIGGERING THE LIABILITY (OR, IF THIS AGREEMENT SHALL HAVE BEEN IN EFFECT LESS THAN THREE (3) MONTHS, SUCH SHORTER PERIOD AS THIS AGREEMENT SHALL HAVE BEEN IN EFFECT). DELTAK SHALL NOT BE RESPONSIBLE FOR SCHEDULE DELAYS, INACCURACIES OR OTHER CONSEQUENCES RESULTING FROM INCORRECT PURDUE MATERIALS AS PROVIDED BY PURDUE, LATENESS IN DELIVERY OF PURDUE MATERIALS OR THE FAILURE OF EQUIPMENT OR PERSONNEL UNDER PURDUE'S CONTROL TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT.

7.3.3 Purdue Subject to Indiana Tort Claims Act. Purdue's obligation to indemnify hereunder shall be limited in substance to the extent applicable by state and federal statutes and constitutional provisions designed to protect the exposure and liability of Purdue University as an instrumentality of the State of Indiana or otherwise (e.g., actions and conditions as to which Purdue University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant).

8. DISPUTE RESOLUTION / TERMINATION

8.1 Dispute Resolution and Escalation Procedures. Except for disputes involving an alleged or actual breach of Section 9, Confidentiality, all disputes between the Parties under this Agreement shall be resolved in accordance with the following procedures. Prior to commencement of non-binding mediation, as provided for in Section 8.2, the Parties shall first seek to resolve any dispute by a meeting between the Deltak Designee and the Purdue Designee, but only after the requisite opportunity to cure has passed, in the event of an alleged Event of Default. Such meeting shall take place within forty-eight (48) hours after either the Deltak Designee or the Purdue Designee receives notice from the other Party that a meeting is requested. Such notification shall be made in writing, stating the subject of the requested meeting with as much specificity as is reasonably possible, suggesting a meeting time and place, and delivered in accordance with Section 10.2 of this Agreement.

8.2 Non-Binding Mediation. In the event the Parties cannot satisfactorily resolve a dispute between them in accordance with the procedure set out in Section 8.1, the Parties may submit the dispute to non-binding mediation. Either Party may request mediation by sending a written notice to the other Party requesting mediation, and the mediation shall be held in a mutually agreeable place at a mutually agreeable time, within thirty (30) days of the date of the request for mediation. The Parties shall select a mediator acceptable to both of them, and if they cannot agree on a mediator, then each shall select its own mediator, and the two mediators shall serve in tandem to mediate the dispute.

8.3 Binding Arbitration. Any dispute arising under this Agreement which cannot be resolved through the meeting or mediation process set forth in Section 8.2 shall be resolved by submission to binding arbitration. The Party submitting the matter to arbitration shall notify the American Arbitration Association and the other Party in writing of its desire for arbitration, stating the gravamen of its complaint against the other Party and requesting that the American Arbitration Association commence the arbitration process in Indianapolis, Indiana. All arbitration occurring hereunder shall be conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. All arbitration conducted hereunder shall abide by the following:

8.3.1 The Parties agree to request that the American Arbitration Association appoint an arbitrator who is knowledgeable in both technology and the administration of institutions of higher learning, if such a person can be located. Otherwise the arbitrator shall be a person knowledgeable in technology;

8.3.2 All proceedings, whether conducted with the Parties present or just with the arbitrator and the attorneys of the Parties shall be reported and transcribed with the costs of transcription being shared equally by the Parties;

8.3.3 The arbitrator shall be required to make written findings of fact as part of the award;

8.3.4 Any award shall include a judgment against the non-prevailing Party for reasonable attorney's fees incurred by the prevailing Party together with all arbitrators' fees and costs. The arbitrator may award any relief allowed under Indiana law, including equitable relief.

8.3.5 The arbitrator shall not be authorized to make any award for damages restricted by the terms of Section 7.3.

8.3.6 In the event a dispute is submitted to arbitration, but this Agreement has not been terminated, then each Party shall continue to perform to the extent commercially reasonable.

8.4 Default. This Agreement may be terminated, in accordance with Section 8.5.1, by a Party (the "Terminating Party") prior to the expiration of the Term upon the occurrence of an "Event of Default". The following shall constitute Events of Default hereunder:

8.4.1 Failure by a Party to timely perform any material obligation under this Agreement, including, but not limited to the timely payment of fees due hereunder;

8.4.2 A Party (a) files a petition in bankruptcy or for the approval of a plan of reorganization under bankruptcy laws or similar laws, or any involuntary petition in bankruptcy or plan of reorganization is filed against Deltak or Purdue and is not dismissed within sixty (60) days; (b) is unable to pay its debts as they become due; (c) makes an assignment for the benefit of creditors; (d) files a petition or applies for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (e) consents, approves of, or acquiesces in the appointment of a receiver, custodian or trustee for all or a substantial part of its assets; (f) is adjudicated a bankrupt; (g) becomes insolvent; or (h) ceases doing business as a going concern (all such events being defined as a "Bankruptcy Event").

8.5 Termination for Cause.

8.5.1 **Termination for Breach.** Upon the occurrence of an Event of Default, the Terminating Party may give written notice of termination to the other Party (the "Terminated Party") identifying in reasonable detail the nature of the Event of Default and specifying the intended date of termination. The Terminated Party shall have sixty (60) days from receipt of such written notice to cure in all material respects the Event of Default, unless the Event of Default consists of failure to pay outstanding sums, in which case the cure period shall be fifteen (15) days. Notwithstanding the foregoing, if the Terminated Party exercises commercially reasonable efforts to timely commence cure following receipt of written notice of any non-monetary default, the Terminating Party shall extend the time to cure for a period of time which is reasonable under the circumstances, not to exceed ninety (90) days. If the Terminated Party does not timely cure the Event of Default, then this Agreement shall be terminated upon the expiration of the appropriate cure period. If the Event of Default is a Bankruptcy Event, no notice of termination shall be required and this Agreement shall be terminated as of the date of the Bankruptcy Event. If either Party timely and reasonably commences to cure an Event of Default and the Parties have a dispute with respect to the cure, then the dispute resolution provisions set out in this Article 8 shall be invoked before the Terminating Party may terminate this Agreement.

8.5.2 Termination based on Enrollment Shortfall.

8.6 Duties upon Termination

8.6.1

8.6.2 Except as otherwise mutually agreed upon by the Parties pursuant to Section 8.6.1, Purdue and Deltak shall immediately cease any activity that suggests to a third party that there exists a continuing relationship between the Parties as provided for in this Agreement.

8.6.3 Those portions of Sections 2, 3, 4, and 8 concerning the Parties' respective financial obligations and responsibilities shall survive termination of the Agreement and shall remain in effect as to the continuing obligations performed by the Parties pursuant to Section 8.6.1.

8.6.4 Deltak shall continue to have access to the office space provided for them under this Agreement for a period not to exceed sixty (60) days following the effective date of termination.

8.6.5 Promotional literature, advertising copy, and all creative materials developed by Deltak shall remain the sole property of Deltak. All software and information systems developed by Deltak and all computer hardware shall remain the sole property of Deltak.

8.6.6 Deltak shall be permitted to examine and make copies of student enrollment and financial records pertaining to the Programs until all students Enrolled in the Programs on the effective date of termination have completed their course of study and obtained a degree from Purdue or until all such students have ceased to be a student of Purdue. All such student enrollment and financial records shall remain the sole property of Purdue, but may be used by Deltak for accounting and verification of fees that are due it under this Agreement and may be admitted by Deltak in a law suit, or in an arbitration proceeding, brought by either party to enforce the provisions of this Agreement.

8.7 Payments. Regardless of the reason for termination, Purdue shall pay Deltak in full for all Deltak Online Delivery Services rendered up to and including the termination date, any accrued interest on past due amounts, and any other sums due hereunder, all of which shall be paid in full prior to the termination date.

8.8 Final Payments for Deltak Enrolled Students.

9. CONFIDENTIALITY

9.1 Definition. Certain Confidential Information, as defined in Section 1.3 hereof, of or about each Party may be furnished or disclosed to, or created or used by, the other Party in connection with the Parties' performance of their respective obligations under this Agreement.

9.2 Obligations. Each Party shall use the same care to prevent the disclosure of the other Party's Confidential Information to third-parties as it uses to avoid disclosure of its own Confidential Information of a similar nature, but in no event less than a reasonable standard of care. In addition, each Party shall

take such further actions to protect the other Party's Confidential Information as that other Party may reasonably request. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to those of its officers, directors, employees, or agents who have a need to know such information to perform their obligations hereunder, provided that the obligations of confidentiality set forth herein are made known to and imposed upon each such person to whom such Confidential Information of the other Party is disclosed and provided further that the Party disclosing the Confidential Information shall be responsible for any breaches of this Section by its officers, directors, employees, or agents. Neither Party shall: (i) make any use of the Confidential Information of the other Party other than as strictly necessary to perform its obligations hereunder; or (ii) acquire any right in or assert any lien against the other Party's Confidential Information. Each Party shall notify the other Party immediately upon learning of any disclosure, loss, or use of such other Party's Confidential Information in violation of this Agreement.

9.3 Exclusions. Notwithstanding anything to the contrary herein, Confidential Information shall not include any information that a Party can demonstrate: (i) was in the public domain at the time of disclosure to such Party; (ii) was published or otherwise became part of the public domain after disclosure to such Party through no fault of such Party; (iii) was previously disclosed to such Party without a breach of duty owed to the other Party by a third-party who had a lawful right to such information; or (iv) was independently developed by such Party without reference to or access to the Confidential Information of the other Party. Further, either Party may disclose the other Party's Confidential Information to the extent required by law or order of a court or governmental agency, provided that a Party that becomes subject to any requirement or order must give the other Party prompt notice as soon as reasonably practicable, in order to allow such other Party to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

9.4 Return. Upon termination or expiration of the Agreement, or upon request of the other Party at any prior time, each Party shall promptly return or destroy, at the other Party's option, the other Party's Confidential Information and all copies thereof (whether in physical or electronic media), unless expressly authorized by such other Party, or otherwise required by law or governmental regulations, to retain or use such Confidential Information or such Party otherwise has ongoing or continuing rights hereunder to such Confidential Information or, with respect to any request for return prior to termination hereof, such Party reasonably requires such Confidential Information to fulfill its obligations hereunder.

9.5 Duration. The obligations of confidentiality set forth herein shall take effect as of the Effective Date and continue in full force and effect throughout the Term and for a period of five (5) years thereafter, and, in the case of Confidential Information that constitutes a trade secret under applicable law, such obligations of confidentiality shall continue for so long as such trade secret status is maintained in accordance with applicable law.

9.6 Remedies. Each Party acknowledges and agrees that the other Party may suffer immediate and irreparable injury that cannot be adequately compensated for in damages in the event the other Party breaches any duties or obligations of Section 9. Each Party acknowledges that such duties and obligations are reasonably necessary to protect the interests of the Parties and that, in addition to all other remedies provided at law or in equity, each Party shall be entitled to seek any available equitable relief to prevent any actual or threatened breach of any such duties or obligations from any court of competent jurisdiction, without bond or other security. A Party against whom any such equitable relief is sought shall in no way contest the right of the other Party to seek such relief.

10. MISCELLANEOUS

10.1 Force Majeure. If a Party is prevented from performing any task hereunder, in whole or in part, as a result of an Act of God, war, civil disturbance, labor disputes outside that Party's control, or other causes beyond its reasonable control, such failure to perform shall not be grounds for termination of this Agreement; provided, however, that such force majeure condition shall not excuse a non-performing Party's obligation to perform those tasks (such as tasks relating to disaster recovery) that are not prevented by the force majeure condition or to the extent such events are within the reasonable control of such non-performing Party.

10.2 Notice. Any notice required or permitted to be given to either Party under this Agreement shall be in writing, delivered personally or by certified or registered mail, or overnight delivery by an established national delivery service, at the Parties' respective addresses set forth below, as each Party may update its address from time to time in a notice delivered in accordance herewith. All notices shall be deemed effective upon personal delivery or when received if sent by certified or registered mail or by overnight delivery.

Notice to Purdue:

Purdue University
Director, University Contracting Group
401 S Grant Street
West Lafayette, IN 47907-2024

Notice to Deltak:

Deltak.edu, Inc.
Attention: Chief Financial Officer
745 McClintock, Suite 105
Burr Ridge, IL 60527

10.3 Entire Agreement. This Agreement, its Exhibits and Schedules, and any written amendments executed by both Parties, embodies the entire agreement and understanding between the Parties and supersedes all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof.

10.4 Amendment. This Agreement may not be amended or modified except in writing signed by an authorized signatory of each Party.

10.5 No Waiver. Any waiver by Deltak or Purdue of any provisions of the Agreement shall not imply a subsequent waiver of that or any other provision. And further, any waiver must be in writing, signed by the Party against whom such waiver is sought.

10.6 Parties Benefited. This Agreement and all future amendments shall inure to the benefit of, and shall be binding on, both Parties and their heirs, successors and permitted assigns.

10.7 Assignment. Purdue agrees that Deltak may pledge or assign the net sum of money due and to become due to it hereunder to any bank, lending agency or institution as collateral security. This Agreement may not be assigned by either Party without the prior written consent of the other Party. A merger or consolidation of Deltak with or into another entity or a change of control of Deltak shall not constitute an assignment for purposes of this provision.

10.8 Applicable Law. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10.9 Non-Solicitation By Purdue. Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of the Agreement, Purdue shall not seek to enter, or enter into any contract, whether oral or written, with, or solicit, employ, retain, or seek to solicit, employ or retain (i) any employee or former employee of Deltak, who performed work under this Agreement or (ii) any person, firm, corporation or enterprise by which such person is employed or with which such person is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director), to provide to Purdue all or part of the Services, or services competitive with the Services, provided by Deltak to Purdue under this Agreement.

10.10 Taxes. This Agreement does not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services to be provided by Deltak. In the event a taxing authority determines now or in the future that such Services are subject to taxation of any sort, Deltak shall invoice such taxes to Purdue and Purdue shall pay same simultaneously with the payment to which such taxes relate, provided that Deltak shall be responsible for its net income taxes and for taxes on any property it owns or leases. In addition, Deltak shall be solely responsible for reporting, withholding, and paying all employment-related taxes, and related deductions and payments, with regard to the Deltak employees, including, but not limited to, federal, state, and local income taxes, social security, Medicare, unemployment, and disability deductions, withholdings and payments.

10.11 Independent Contractor. It is understood and agreed that Deltak is acting as an independent contractor in performance of its obligations hereunder. Nothing herein contained shall be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Deltak and Purdue, or between any employee of Deltak and Purdue. Both Parties acknowledge that Deltak and Deltak employees are not employees of Purdue for any purpose. In no event shall either Party be entitled to enter into any agreements on behalf of the other. Deltak shall retain the right to perform services for others during the Term of the Agreement.

10.12 Insurance Certificate. Deltak shall provide to Purdue, upon request, a certificate of insurance stating that Deltak has commercial liability insurance and statutorily mandated workers compensation insurance.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in manner and form sufficient to bind them on the date shown below their respective signatures.

PURDUE UNIVERSITY

DELTAK EDU, INC.

By: James S. Almond

James S. Almond

Its: Senior Vice President of Business Services
and Asst. Treasurer

Date: 10/25/10
(Purdue)

By: Craig E. Pines

Craig E. Pines

Its: President/Chief Executive Officer

Date: Octo BER 25,2010
(Deltak)

**SERVICES AGREEMENT
BETWEEN
DELTAK EDU, INC.
AND
PURDUE UNIVERSITY**

SCHEDULE 2.1.1

MARKS

The Purdue Identity and Graphics Standards Guidelines as it written on the date of this contract and any subsequent changes or updates shall govern the use of the Purdue University marks. These Guidelines are hereby incorporated by reference and made a part of this Agreement.

SIEHE FÜR VORBEREITUNG
DEUTSCHEN
DEUTSCHER
VON
BUNDESBAUWESEN

RECHNEN MIT

ZAHLEN

Die Rechnung mit Zahlen ist die Grundlage für alle technischen Berechnungen. Sie besteht aus den vier Grundrechenarten: Addition, Subtraktion, Multiplikation und Division.

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN ~~DeltaK~~
DELTAK EDU, INC.
AND
PURDUE UNIVERSITY

This Amendment No. 1 ("First Amendment") to the Services Agreement between Deltak, Inc., a Delaware corporation ("Deltak") and Purdue University ("Purdue") is entered into as of the 15 day of November, 2010.

WHEREAS, on October 25, 2010, Purdue and Deltak entered into a Services (all of the foregoing documents herein referred to as "Agreement") and

WHEREAS, Purdue and Deltak desire to further amend the Agreement to reflect the addition of one new Program to the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are incorporated hereby as though fully set forth herein.

2.

6.

7. Pursuant to Section 3.1 of the Agreement, Purdue has defined the tuition for this program to be:

In State: Current Board approved in-state tuition for each year of the contract.

Out of State: Initial rate of \$650.00 per credit hour

8.

Anticipated launch date of the program is Fall 1, 2011

Parties agree to meet at least two times a year to review progress and discuss potential changes to the program and the operation of the program.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by their duly authorized representatives.

PURDUE UNIVERSITY

DELTAK EDU, INC.

By: Maryann Santos de Barona
Maryann Santos de Barona
ITS: Dean College of Education

11/15, 2010

By Craig Pines
Craig Pines
ITS: President and CEO

11/15, 2010

By: Timothy Newby
Timothy Newby
ITS: Program Chair, Dept. of Curriculum and Instruction

11/15/10, 2010

By: Phillip Vanfossen
Phillip Vanfossen
ITS: Interim Head, Dept. of Curriculum and Instruction

11/15, 2010

By: Mark Pagano 11-16-10
Mark Pagano
ITS: Dean, Continuing Education and Conferences

11/15, 2010

By: Michael Eddy
Michael Eddy
ITS: Assistant Dean, Continuing Education and Conferences

11/15/10, 2010

John Second

FIRST AMENDMENT TO SERVICES AGREEMENT

BETWEEN
DELTAK EDU, INC.
AND

John Up Second *John Co Second*
PURDUE UNIVERSITY

This First Amendment ("First Amendment") to the Services Agreement between Deltak.edu, Inc., a Delaware corporation ("Deltak") and Purdue University ("Purdue") is entered into as of the 16th day of February, 2011.

WHEREAS, Purdue and Deltak entered into that certain Services Agreement effective October 25, 2010 (the "Agreement"); and

WHEREAS, Purdue and Deltak desire to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms**. Unless defined herein, capitalized terms shall have the definitions given them in the Agreement.
2. **Assignment**.
3. **Warranty of Ownership**. Purdue represents and warrants that it is the lawful owner of the Domain Name.
4. **Further Actions**. Purdue hereby agrees to execute, do and perform such other documents, acts and things as Deltak may reasonably request to give effect to the foregoing assignment and transfer, including but not limited to execution of documentation required by the agency responsible for administering the Domain Name. Within two (2) business days after execution of this ~~First~~ Amendment, Purdue shall register this assignment and transfer with the Internet domain registrar of the Domain Name.
5. **Management and Maintenance**. Deltak shall have exclusive responsibility for management and maintenance of the Domain Name as well as the corresponding website in accordance with the terms of the Agreement from the date of execution hereof throughout the remainder of the Term.

6. **Termination of Agreement and Assignment.** Upon termination of the Agreement, Deltak agrees to execute, do and perform such other documents, acts and things as Purdue may reasonably request to give effect to the foregoing assignment and transfer, including but not limited to execution of documentation required by the agency responsible for administering the Domain Name. Within two (2) business days after termination of the Agreement, Deltak shall assign and transfer to Purdue all of its right, title and interest in and to the Domain Name, and shall register the assignment and transfer with the Internet domain registrar of the Domain Name.

JSA/C Conflict. Any conflict between this ~~First~~ Amendment and the Agreement shall be resolved in favor of this ~~Second~~ Amendment. Except as amended by this ~~First~~ Amendment, the Agreement shall in all other respect remain in full force and effect, unamended hereby. *JSA/C*

IN WITNESS WHEREOF the parties hereto have caused this ~~First~~ Amendment to the Services Agreement to be executed by their duly authorized representatives. *JSA/C*

PURDUE UNIVERSITY

DELTAK EDU, INC.

James S. Almond
March 4, 2011

Craig E. Pines
Craig E. Pines
President/CEO
February 16, 2011

James S. Almond
**Senior Vice President for Business
Services & Assistant Treasurer**

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN
DELTAK EDU, INC.
AND
PURDUE UNIVERSITY**

This Amendment No. 3 ("Third Amendment") to the Services Agreement between Deltak, Inc., a Delaware corporation ("Deltak") and Purdue University ("Purdue") is entered into as of the 15th day of September, 2011.

WHEREAS, on October 25, 2010, Purdue and Deltak entered into a Services Agreements amended by Amendment No. 1 dated November 15, 2010; and Amendment No. 2 dated February 16, 2011(all of the foregoing documents herein referred to as "Agreement"); and

WHEREAS, Purdue and Deltak desire to further amend the Agreement to reflect the addition of one new Program to the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are incorporated hereby as though fully set forth herein.
2. Purdue and Deltak agree, pursuant to Section 4.7 of the Agreement, to the amendment of Exhibit A of the Agreement to include the following new Program which shall be governed by the terms of the Agreement:

(Online) Professional MS in Strategic Communication

6.

7. Pursuant to Section 3.1 of the Agreement, Purdue has defined the tuition for this Program to be an initial rate of \$700.00 per credit hour.

8. Notwithstanding the provisions of Section 5 of the Agreement, the initial term for the above-named new Program shall commence on the Service Commencement Date with respect to the new Program and remain in effect for a period of Seven (7) years after the Service Commencement Date.

Parties agree to meet at least two times a year to review progress and discuss potential changes to the Program and the operation of the Program.

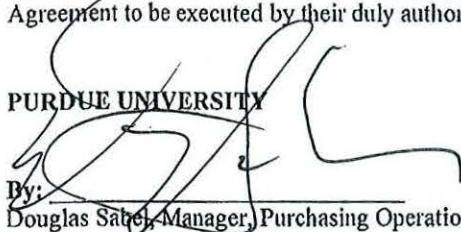
Anticipated launch date of the Program is Spring 2, 2012.

While approval for the new Program is pending, the Parties agree to move forward with marketing efforts and agree to the set tentative launch date. If the new Program has not received approval within a reasonable amount of time prior to the tentative launch date, then the Parties will suspend the marketing

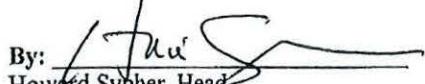
and launch efforts for the new Program and shall reset the tentative launch date for such Academic Term as the Parties believe such approval will be secured.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to the Agreement to be executed by their duly authorized representatives.

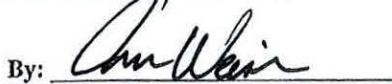
PURDUE UNIVERSITY

By: 
Douglas Sabel, Manager, Purchasing Operations
Procurement Services

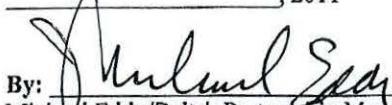
9-13-11, 2011

By: 
Howard Sypher, Head
Department of Communication

Sept 3, 2011

By: 
Irwin Weiser, Dean
College of Liberal Arts

9-2, 2011

By: 
Michael Eddy/Deltak Partnership Manager/Assistant Dean
Purdue extended Campus

9/8, 2011
By: 
Mark Pagano, Dean
Purdue Extended Campus

9/8, 2011

DELTAK EDU, INC.

By: 
Susan D. Falotico
Its: Executive Vice President and CFO

September 1, 2011

Pending initials by Deltak
Corrects a record keeping error, changes from to
Amendment 4

Sent to Jay Winkler
at Deltak for initial
& return.

AMENDMENT NO. 3⁴
TO SERVICES AGREEMENT
BETWEEN
DELTAK EDU, INC.
AND
PURDUE UNIVERSITY

4/23 1.24.12

This Amendment No. 3 ("Third Amendment") to the Services Agreement between Deltak, Inc., a Delaware corporation ("Deltak") and Purdue University ("Purdue") is entered into as of the 13rd day of September 2011.

WHEREAS, on October 25, 2010, Purdue and Deltak entered into a Services Agreement amended by Amendment No. 1 dated November 15, 2010; and Amendment No. 2 dated February 16, 2011 (all of the foregoing documents herein referred to as "Agreement"); and

AND AMENDMENT
10.3 DATED
JUNE 27, 2011

WHEREAS, Purdue and Deltak desire to further amend the Agreement to reflect the addition of one new Program to the Agreement as more particularly set forth herein.

NOW THEREFORE, In consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are incorporated hereby as though fully set forth herein.

2.

6.

7. Pursuant to Section 3.1 of the Agreement, Purdue has defined the tuition for this Program to be an initial rate of \$700.00 per credit hour.

8.

Parties agree to meet at least two times a year to review progress and discuss potential changes to the Program and the operation of the Program.

Anticipated launch date of the Program is Spring 2, 2012.

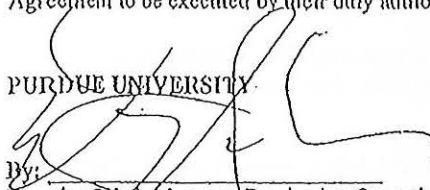
While approval for the new Program is pending, the Parties agree to move forward with marketing efforts and agree to the set tentative launch date. If the new Program has not received approval within a reasonable amount of time prior to the tentative launch date, then the Parties will suspend the marketing

Purdue University Amend No. 3⁴
4/23 1.24.12

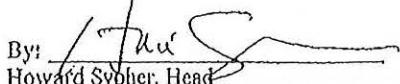
and launch efforts for the new Program and shall resel the tentative launch date for such Academic Term as the Parties believe such approval will be secured.

IN WITNESS WHEREOF, the parties hereto have caused this ^{FOURTH} ~~Third~~ Amendment to the Agreement to be executed by their duly authorized representatives.

PURDUE UNIVERSITY

By: 
Douglas Sabo, Manager, Purchasing Operations
Procurement Services

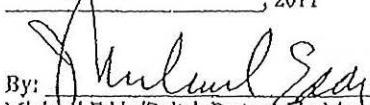
9-13-11, 2011

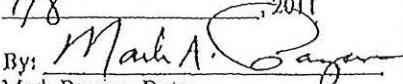
By: 
Howard Sypher, Head
Department of Communication

Sept 3, 2011

By: 
Irwin Weiser, Dean
College of Liberal Arts

9-2, 2011

By: 
Michael Eddy/Deltak Partnership Manager/Assistant Dean
Purdue Extended Campus

9/8, 2011
By: 
Mark Pagano, Dean
Purdue Extended Campus

9/8, 2011

DELTAK EDU, INC.

By: 
Susan D. Palolico
Its: Executive Vice President and CPO

September 1, 2011

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN
DELTAK EDU, LLC
AND
PURDUE UNIVERSITY**

This Amendment No. 5 ("Fifth Amendment") to the Services Agreement between Deltak.edu, LLC ("Deltak") and Purdue University ("Purdue") is entered into as of the _____ day of January, 2013 ("Effective Date of Fifth Amendment").

WHEREAS, on October 25, 2010, Purdue and Deltak.edu, Inc. entered into a Services Agreement, and Amendment No. 1 dated November 15, 2010; Amendment No. 2 dated February 16, 2011; Amendment No. 3 dated June 27, 2011; and Amendment No. 4 dated September 1, 2011 (all of the foregoing documents herein referred to as "Agreement"); and

WHEREAS, Purdue and Deltak desire to further amend the Agreement to add HUB-U marketing services to the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals; Agreement

1.1 The foregoing recitals are incorporated hereby as though fully set forth herein.

1.2 In the event the Agreement terminates while this Fifth Amendment is in effect, the applicable terms of the Agreement shall survive such termination and continue to govern this Fifth Amendment.

2. On June 29, 2011, Deltak.edu, Inc. changed to Deltak.edu, LLC. Accordingly, all occurrences of "Deltak" in the Agreement shall refer to Deltak.edu, LLC.

3. Definitions.

3.1 Definitions provided below supersede Definitions provided in the Agreement for purposes of this Fifth Amendment only.

3.1.1 **Enrolled.** For purposes of this Fifth Amendment, the term "Enrolled" means registered and paid for at least one course offered hereunder.

3.1.2 **Program.** For purposes of this Fifth Amendment, the term "Program" means courses offered through HUB-U.

3.1.3 **Revenue Share.** For purposes of this Fifth Amendment, the term "Revenue Share" shall have the meaning given in Section 10 hereof.

3.1.4 **Term.** The Term of this Fifth Amendment is defined in Section 7 hereof.

3.1.5 **HUB-U Website.** For purposes of this Fifth Amendment, the term HUB-U website means the Deltak developed website specifically for HUB-U.

4. Deltak Responsibilities.

5. Purdue Responsibilities.

6. **Ownership.** Deltak acknowledges that the development, management, hosting and optimization of the HUB-U Website will not create in Deltak, nor will Deltak claim Deltak has, any right, title, or interest in the HUB-U website.

7. **Term.**

8. **Courses.** The Parties expect to offer courses using a phased-in approach, with the first two (2) courses offered at the beginning of a year, and another two courses offered six months later. While the Parties anticipate offering additional courses covering other topics and titles, the first courses are estimated to include:

CMOS/VLSI
Science
GTAP- Global Trade Analysis Project
Vet Tech
Digital Clean Room for Pharma
Global Trade Frictions
Mini MBA (Applied Management Principles)
Integrated Imaging / Bid data
Global Supply Chains
English as a Second Language for STEM professionals
Sustainable Electronics
Farm Economics
Hybrid Vehicles
Energy Center - Alternate Energy – Batteries
CLA
Lean Supply Chain Certification
Osteological Archeology

On an ongoing basis, the Parties may add such additional courses as they both shall agree.

9. **Course Launch Schedule.** As of Fall, 2012, the Parties' estimate of the course launch schedule is the following:

The course launch schedule may be accelerated upon mutual agreement and, in any event, is subject to change.

10.

11. Payments. For purposes of this Fifth Amendment, payment terms are as described in this Section 11. Each quarter, Deltak shall provide Purdue an invoice representing Deltak's Revenue Share which is computed by multiplying Deltak's Revenue Share Percentage by Revenue. For other fees, Deltak shall provide Purdue an invoice for services at the end of each month. Purdue shall remit payment to Deltak no later than fifteen (15) days after submission of the invoice by Deltak to Purdue.

12. Review. The Parties agree to meet on an annual basis, as part of the ongoing operational process, for the purpose of reviewing enrollment thresholds for each of the courses under this Fifth Amendment

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to the Agreement to be executed by their duly authorized representatives.

PURDUE UNIVERSITY

By: 
Philip D. O'Keeffe
Its: Director, Procurement Services
Date: 8/23/13

DELTAK EDU, LLC

By: 
Susan D. Falotico
Its: Chief Financial Officer
Date: 1-29-13

**AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN
DELTAK EDU, LLC
AND
PURDUE UNIVERSITY**

This Amendment No. ^{6^{19th}} ~~6~~ ("Sixth Amendment") to the Services Agreement between Deltak.edu, LLC ("Deltak") and Purdue University ("Purdue") is entered into as of the _____ day of _____, 2013. ²⁰¹⁴ ~~2013~~ ^{at}

WHEREAS, on October 25, 2010, Purdue and Deltak.edu, Inc. entered into a Services Agreement, and Amendment No. 1 dated November 15, 2010; Amendment No. 2 dated February 16, 2011; Amendment No. 3 dated June 27, 2011; Amendment No. 4 dated September 1, 2011; Amendment No. 5 signed by Purdue on January 23, 2013; and Amendment No. _____ dated _____ (all of the foregoing documents herein referred to as "Agreement"); and

WHEREAS, Purdue and Deltak desire to further amend the Agreement to reflect changes to the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are incorporated hereby as though fully set forth herein.

2.

(Online) MSEd Special Education

3. Pursuant to Section 1.13, The Minimum Enrollment Threshold for the New Program shall be:

4. Pursuant to Section 3.1 of the Agreement, Purdue has defined the tuition for the New Program to be an initial rate of \$650.00 per credit hour for out-of-state students and \$329.05 per credit hour for in-state students (as of Fall 2013).

5.

Anticipated launch date of the New Program is Fall 1, 2014.

The Parties agree to meet at least two times a year to review progress and discuss potential changes to the program and the operation of the program.

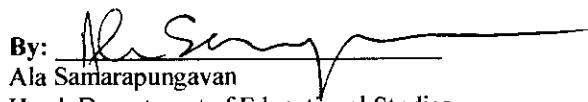
IN WITNESS WHEREOF, the parties hereto have caused this ~~Seventh~~ Amendment to the
Agreement to be executed by their duly authorized representatives. ~~Sixth~~ *12/16*

PURDUE UNIVERSITY

DELTAK EDU, LLC

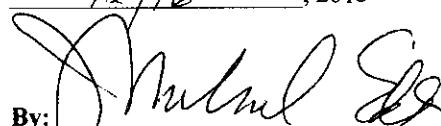
By: _____
Douglas Sabel, Manager, Purchasing Operations
Procurement Services

_____, 2013

By: 
Ala Samaratungavan
Head, Department of Educational Studies

12/16, 2013

By: 
Maryann Santos de Barona
Dean
College of Education

12/16, 2013

By: Michael Eddy
Michael Eddy/Deltak Partnership Manager/Assistant Dean
Purdue Extended Campus

12/16, 2013

By: _____
Mary Sadowski, Dean
Purdue Extended Campus

_____, 2013

AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN
DELTAK EDU, LLC
AND
PURDUE UNIVERSITY

This Amendment No. 7 (“Seventh Amendment”) to the Services Agreement between Deltak edu, LLC (“Deltak”) and Purdue University (“Purdue”) is entered into as of the 7th day of October, 2014 (“Effective Date of 7th Amendment”). This Amendment shall be co-terminable with Amendment 5 of the Services Agreement between Deltak and Purdue (“5th Amendment”), which 5th Amendment expires on January 28, 2018.

WHEREAS, on October 25, 2010, Purdue and Deltak entered into a Services Agreement and Amendment No. 1 dated, November 15, 2010; Amendment No. 2, dated February 16, 2011; Amendment No. 3, dated June 27, 2011; Amendment No. 4, dated September 1, 2011; Amendment No. 5 dated January 29, 2013; and Amendment No. 6 dated January 10, 2014 (all of the foregoing documents herein referred to as “Agreement”);

WHEREAS, Deltak and Purdue wish to amend certain payment terms in the Agreement; and

WHEREAS, Deltak and Purdue wish to expand the marketing and sales of HUB-U (“Purdue Next”) globally;

WHEREAS, Deltak is a wholly owned subsidiary of John Wiley & Sons, Inc.

NOW THEREFORE, in consideration of the payments herein agreed to be made and the covenants and agreements herein contained, and other good and valuable consideration not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The first sentence of Section 4.5.2 of the Agreement is deleted and replaced with the following:

For the purposes of sharing revenue under this Agreement, revenue shall be calculated by multiplying the applicable Revenue Share percentage for each Party by the total amount in tuition fees charged to a student for enrollment in the Programs, net of refunds paid to students in accordance with Purdue’s tuition refund policy (“Revenue”).

2. Sections 4.5.3 and 4.5.4 of the Agreement are deleted and replaced with the following:

4.5.3 No later than the end of twenty five (25) business days after the first day of the Fall, Spring and Summer Academic Terms (“Census Date”), Purdue will deliver to Deltak the following reports:

- (i) a student revenue report which includes list of students enrolled, student ID numbers, program code for each program in which each student is enrolled, tuition charged to each student and amounts paid (“Estimated Census”) as of the completion of the fourth week of the academic term. This first snap shot report will serve as the basis for Deltak’s initial invoice to Purdue for the academic term; and
- (ii) a final student revenue report which includes list of students enrolled, student ID numbers, program code for each program in which each student is enrolled, tuition charged to each student and amounts paid (“Actual Census”) for the previous academic term. This final report will serve as basis for Deltak’s final invoice for the previous academic term. The difference between what was paid based on the Estimated Census and the amount owing based on the Actual Census will be applied to the invoice based on the Estimated Census for the then current academic term.

Purdue shall deliver the revenue reports described herein by posting them to the SharePoint accessible by Deltak. Deltak shall deliver invoices pursuant to this Section by posting them on the same SharePoint. Revenue reports and invoices shall be maintained for historical records for up to five years.

4.5.4 Purdue shall pay all invoices submitted by Deltak within fifteen (15) business days after receipt of the invoice.

3.

4. Wiley shall be responsible for processing course fee payments, at the rates mutually agreed by the parties from time to time, for students in India and other territories outside the United States enrolled in the Purdue Next Program. Course fees shall be agreed in US Dollars. Wiley, together with Deltak, shall pay Purdue a portion of all course fee payments received as follows:
 - a. Revenue collected by Wiley or Deltak will be shared between Purdue and Deltak as set forth in Paragraph 10, Table 10 of the Fifth Amendment to the Agreement dated January 29, 2013 with Deltak retaining the Revenue Share defined as the Deltak Revenue Share Percentage. Under no circumstances shall Wiley India directly provide revenue payments to Purdue. All revenue payments under this Amendment shall be made to Purdue from Deltak.
 - b.
 - c. Payments to Purdue shall be made quarterly, on or before the last day of the following month for Revenue Shares due for the preceding quarter and shall be accompanied by an appropriate Statement of Account. Wiley may take credit for any refunds for which Revenue Shares have been previously paid. If the balance due Purdue for any reporting period is less than \$100, no payment shall be due until the next reporting period at the end of which the cumulative balance has reached \$100.
 - d. If it is not possible to pay Revenue Shares from abroad because of foreign government interference, Revenue Shares shall not become payable until the money in question has been released by the foreign government. In the event, Deltak is not able to pay Revenue Shares for more than six months due to foreign

government interference; the parties shall meet and confer to determine the appropriate next steps.

IN WITNESS WHEREOF, the Parties hereto have caused this Seventh Amendment to the Agreement to be executed by their duly authorized representatives.

DELTAK EDU, LLC

By: 

Name: Susan D. Falotico
Title: Senior Vice President
Date: November 25, 2014

PURDUE UNIVERSITY

By: 

Name: Benjamin I. Terhune
Title: Contracts Administrator
Date: October 8, 2014

Amendment #8 to
Services Agreement between Deltak edu, Inc.
And
Purdue University

This Amendment is attached to and modifies the Services Agreement dated October 25, 2010 between Deltak edu, Inc. ("DELTAK") and Purdue University ("Purdue"), collectively referred to as (the "Parties") (the "Agreement"), and is hereby incorporated into and made a part of the Agreement. All terms in this Amendment have the same definition as provided in the Agreement to which it is appended. In the event of any inconsistency or conflict between the Agreement and this Amendment, this Amendment shall govern.

The Agreement is amended as follows:

Section 1.1 of the Agreement is amended as follows:

The last sentence of Section 1.1, beginning with "As of the effective Date, the Purdue..." is deleted in its entirety and replaced with: "Purdue will assign both a central senior executive level designee from the Provost's office and an operational level designee from a central organization responsible for online coordination. The designees will meet twice yearly to review performance."

Section 1.3 of the Agreement is deleted in its entirety and replaced with the following:

"During the term of this Agreement and thereafter, a receiving party shall not disclose or use for the benefit of other than the disclosing party any confidential information, proprietary information or Restricted Data disclosed to the receiving party as a result of this Agreement. For purposes of this Agreement, the term "Restricted Data" shall include, without limitation: (i) confidential or proprietary information; (ii) any Social Security Numbers; (iii) any Protected Health Information, as that term is defined in 45 C.F.R. §160.103, as amended, of the Health Insurance Portability and Accountability Act (HIPAA) regulations; (iv) any information contained in any Education Records, as that term is defined in 34 C.P.R. §99.3, as amended, of the Family Educational Rights and Privacy Act (FERPA) regulations; and (v) any information protected by any other applicable state or federal law imposing similar privacy or security obligations."

Section 1.7 of the Agreement is amended as follows:

The last sentence of Section 1.7, beginning with "As of the Effective Date, the Deltak..." is deleted in its entirety and replaced with: "Deltak will assign both a senior executive level designee and an operational level designee. The designees will meet twice yearly to review performance."

Section 1.14 of the Agreement is amended as follows:

The sentence of Section 1.14 which begins with "It is the mutual intent of Purdue and Deltak..." is deleted in its entirety.

The following language is added to the end of Section 1.14 of the Agreement: "The specific nature, scope, and other operational details which may from time to time vary from the Master agreement, will be specified and agreed to in the aforementioned addendum and agreed to by the appropriate person within Purdue where the program originates."

Section 1.16 of the Agreement is amended as follows:

The reference to "the Purdue" is deleted as replaced with "Purdue".

Section 1.19 is added to the Agreement as follows:

The Purdue Designee and Deltak Designee shall meet on a bi-annual basis to review performance against each parties obligations under this Agreement.

Section 2.1.1 of the Agreement is amended by addition of the below sentence to the end of the section:

"For clarity, Purdue shall have review and approval rights, and refusal and editorial rights with respect to Deltak's uses of Purdue's trade names and logos and in Marketing Materials used in the performance of this Agreement and otherwise."

Section 3.8 of the Agreement is deleted in its entirety.

Section 3.13 of the Agreement is deleted in its entirety.

Section 3.16 of the Agreement is deleted in its entirety.

Section 4.3 of the Agreement is deleted in its entirety.

Section 4.5.1 of the Agreement is deleted in its entirety and replaced with the following:

Section 4.6 of the Agreement is deleted in its entirety.

Section 5 of the Agreement is deleted in its entirety and replaced with the following:

Term. The initial term of the Agreement shall commence on the Effective Date and shall remain in effect, unless terminated in accordance with Section 8, for a period of seven (7) years after the Service Commencement Date (the "Initial Term") for the first Program(s) to be added hereunder pursuant to Section 1.14.

A new Section 5.1 is added as follows:

To the extent the Term of any New Program Amendment or other Amendment to this Agreement is longer than the Term of the Agreement, the terms of the Agreement shall continue to govern each Amendment as if the Agreement had not expired."

Section 6.13 of the Agreement is deleted in its entirety and replaced with the following:

"DELTAK warrants that it will perform the Services using the highest professional standards and such performance will conform with the service levels and/or deliverables as set forth in this Agreement and any amendments thereto."

Section 7.1 of the Agreement is deleted in its entirety.

Section 7.3.2 of the Agreement is amended as follows:

The sentence beginning with "IN NO EVENT SHALL DELTAK'S LIABILITY TO PURDUE..." is deleted and replaced with: "IN NO EVENT SHALL DELTAK'S LIABILITY TO PURDUE FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY DELTAK FROM PURDUE DURING THE SIX (6) MONTHS PRECEDING THE EVENT TRIGGERING LIABILITY (OR, IF THE PROGRAM AT ISSUE SHALL HAVE BEEN IN EFFECT LESS THAN SIX (6) MONTHS, SUCH SHORTER PERIOD AS THIS AGREEMENT SHALL HAVE BEEN IN EFFECT)."

Section 8.2 of the Agreement is deleted in its entirety.

Section 8.3 of the Agreement, together with all sub-sections thereto, is deleted in its entirety.

Section 8.6.4 of the Agreement is deleted in its entirety.

Section 8.6.6 of the Agreement is amended as follows:

Section 10.1 of the Agreement is amended as follows:

The following sentence is added to the end of Section 10.1: "If a Force Majeure event prevents Deltak from performing the Services or a portion of the Services for a period of time, the parties shall agree on an appropriate reduction of the revenues due to Deltak for the duration of the Force Majeure events only."

Section 10.8 of the Agreement is deleted in its entirety and replace with the following:

"This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action."

Section 10.10 of the Agreement is deleted in its entirety and replaced with the following:

10.10.1 This Agreement does not include charges for any taxes, which now or in the future may be deemed by a taxing authority to be applicable to the Services to be provided by Deltak.

10.10.2 In the event a US taxing authority determines now or in the future that such Services are subject to taxation of any sort, Deltak shall invoice such taxes to Purdue and Purdue shall pay same simultaneously with the payment to which such taxes relate.

10.10.3 In the event a taxing authority outside of the United States ("non-US taxing authority") determines now or in the future that the Services are subject to taxation of any sort, the parties shall share responsibility for the taxes in a manner proportional to the Revenue Share for the Program to which the taxes pertain. For the sake of clarity, if a non-US taxing authority imposes taxes on revenues from a Program with a 55% Purdue/45% Deltak revenue share, Purdue shall be responsible for 55% of the taxes and Deltak shall be responsible for 45% of the taxes.

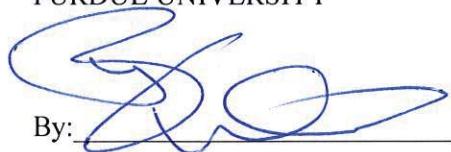
10.10.4 Deltak shall be responsible for its net income taxes and for taxes on any property it owns or leases. In addition, Deltak shall be solely responsible for reporting, withholding, and paying all employment-related taxes, and related deductions and payments, with regard to the Deltak employees, including, but not limited to, federal, state, and local income taxes, social security, Medicare, unemployment, and disability deductions, withholdings and payments."

All other terms and conditions of the Agreement remain in full force and effect.

Purdue will use its best efforts to notify Deltak of new distance learning programs Purdue wishes to implement at least six months in advance where possible or as it becomes aware of such programs. Failure of Purdue to provide such notice of programs shall not constitute a breach of this Agreement.

IN WITNESS HEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

PURDUE UNIVERSITY

A blue ink signature of Benjamin I. Terhune.

By:

Name: Benjamin I. Terhune

Title: Contracts Administrator

Date: January 9, 2015

DELTAK EDU, INC.

A blue ink signature of Susan D. Falotico.

By:

Name: Susan D. Falotico

Title: Senior Vice President

Date: 1/9/15

