ELEARNING COURSE AGREEMENT

This eLearning Course Agreement (the “Agreement”) is entered into on this 14th day of February 2008 (the “Effective Date”) by and between Harry K. Wong Publications, Inc. ("HKWP"), on the one hand, and the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UWF") on the other hand.

RECITALS

WHEREAS, HKWP is the creator and distributor of certain on-line eLearning teacher education programs;

WHEREAS, UWF will offer a graduate level course on classroom management to be offered through its Institute for Innovative Community Learning ("ICL");

WHEREAS, UWF is desirous of purchasing from HKWP access to that certain eLearning course known as Classroom Management ("CM Course") and supporting printed materials (The First Days of School book and printed resource pages) to be used as an educational resource in ICL’s online learning course;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Responsibilities of HKWP

   In connection with its responsibilities under this Agreement, HKWP agrees to do each of the following:

   1.1 HKWP will provide Classroom Management Course Bundle #3 ("Bundle") for each student at the price of one hundred and twenty five dollars ($125.00) per Bundle plus actual shipping costs for printed materials. Each Bundle includes:

      1.1.1 One (1) CM Course online access (User ID and Password);
      1.1.2 One (1) empty binder;
      1.1.3 One (1) book, The First Days of School: How to be an Effective Teacher, by Harry K. Wong and Rosemary T. Wong; and
      1.1.4 One (1) printed packet of resource pages from the CM Course.

   1.2 ICL will provide HKWP a total number of students registered for the course each semester to indicate the number of Bundles to be purchased. Based on this number, HKWP will send a proforma invoice to ICL for the generation of a purchase order.

   1.3 Immediately upon receipt of the purchased order, HKWP will provide online access to the CM Course to enrolled students per list provided by ICL for the duration of the UWF course. HKWP will provide ICL with an access list matching User Id and Passwords to each registered student. ICL will then provide this information to the registered students.

   1.4 Within forty-eight (48) hours of receipt of purchase order, HKWP will ship written materials included in the Bundle to the designated UWF shipping address below.

   Institute for Innovative Community Learning
   212 Church Street
   Pensacola, Florida 32502
1.5 For each UWF course with at least ten (10) purchased Bundles, HKWP will provide ICL instructors with one (1) complimentary Bundle.

1.5.1 Instructor online course access will begin thirty (30) days prior to the scheduled first day of the course and last the duration of the course.

1.5.2 Limit one (1) set of complimentary printed materials (book, printed packet) and binder will be provided per instructor every two (2) years.

1.6 HKWP will provide technical assistance to enrolled students as necessary to enable them to access and use the CM Course. HKWP will provide ICL with information concerning how students may access technical assistance.

1.7. HKWP will provide information about the UWF “graduate credit option” on HKWP’s website, www.ClassroomManagement.com, providing a hyperlink to UWF’s course information and registration page.

2. Responsibilities of UWF

In connection with its responsibilities under this Agreement, UWF agrees to do each of the following:

2.1 UWF will pay one hundred and twenty five dollars ($125.00) for each Bundle together with actual shipping costs for printed materials.

2.2 UWF will determine the number of students that will enroll in ICL’s course each semester and purchase one Bundle for each student.

2.3 UWF will provide to HKWP the number of students registered for the course, together with course start and end times, and instructor information for each course, including name, email, and contact telephone number. HKWP will send a pro-forma invoice to UWF for the generation of a purchase order.

2.4 UWF will provide each registered student with the appropriate User ID and Password needed to access the course upon receipt of same from HKWP as described in paragraph 1.3 above. UWF will also provide each student with the appropriate technical support information received from HKWP as described in paragraph 1.6 above.

2.5 Once the pro-forma invoice is received from HKWP, UWF will prepare and send a purchase order to HKWP for the requisite number of Bundles. HKWP will generate an invoice for the Bundles purchased.

2.6 Upon receipt of an invoice from HKWP, UWF will pay such invoice in accordance with its Prompt Payment Policy.

2.7 UWF will promote the UWF/HKWP relationship in its marketing efforts, including providing information about the ICL graduate course on the UWF website.
3. **Returns**

Returns of Bundles will be accepted upon confirmation by HKWP of (a) no access to the CM Course by student; and (b) receipt of all printed materials by HKWP unopened and in resalable condition. Upon such confirmation, HKWP will reimburse UWF for returned Bundles in the form of a credit (if invoice remains unpaid) or refund check (if invoice is paid in full a refund check may be requested).

4. **Ownership and Grant of License**

Limited access to the CM Course and the related materials are sold to UWF and its students on a non-exclusive basis. The CM Course and the related materials are the sole property of HKWP and are protected by all applicable intellectual property rights and contract laws. HKWP acknowledges that all Intellectual Property Rights in the CM Course and related materials are and will remain the sole property of HKWP. Nothing contained in this Agreement will be construed as granting UWF by implication, estoppel or otherwise any license or other right except the licenses and rights expressly granted hereunder to them. UWF agrees to use the CM Course and related materials solely for purposes of offering UWF online learning course instruction to its students and will at no time use the CM Course or related materials to create derivative works thereof, or other course materials or any other materials meant to offer the content of the CM Course in a non-HKWP context. In no event shall UWF disclose, transfer, assign, publish, distribute, provide in a service bureau, rent, lease or in any other way make available to any other person the CM Course and related materials or any part thereof without the prior written consent of HKWP. HKWP represents and warrants that all materials included in the Bundles are original works of authorship and art and that such Work will not infringe upon or otherwise conflict with any rights of any other person or party. HKWP shall indemnify UWF from and against any action brought against UWF to the extent that such action is solely based on a claim that the unmodified course materials herein, when used by UWF and the enrolled students in accordance with this Agreement, infringes any copyright or trade secret rights of any third party.

5. **Changes to Fees**

HKWP understands the potential impact of price increases for UWF and will make every effort to keep price increases at a minimum if at all necessary. In the event that a price increase in the education resource fee cannot be avoided, HKWP will provide UWF six (6) months advanced written notice of any price change. UWF is free to set their course fees as they deem necessary.

6. **Confidential Information**

For the purposes of this Agreement, "Confidential Information" means any information disclosed by one party to the other party under this Agreement that is identified in writing as confidential, or if orally or visually disclosed, and is designated as confidential at the time of disclosure. Notwithstanding the foregoing, the following shall be deemed to be Confidential Information unless specified in writing by the disclosing party as non-confidential: (a) all discussions between them regarding the fee structure and other terms relating to HKWP providing the Course; and (b) the terms and pricing in this Agreement. Neither party will use the other party's Confidential Information except as permitted in this Agreement. Each party will not disclose, or permit any third party access to, the Confidential Information except as necessary to carry out the purposes of this Agreement. Each party shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of the Confidential Information as such party uses to protect its own confidential information of like nature.
Each party will not disclose, or permit any third party access to, the Confidential Information except as necessary to carry out the purposes of this Agreement. Each party's obligations to hold Confidential Information in confidence shall expire five (5) years after the Effective Date, except with respect to any source code disclosures which shall be held in confidence in perpetuity. Confidential Information does not include information that: (a) is or becomes a matter of public knowledge through no fault of the receiving party; (b) was rightfully received by the receiving party from a third party without restriction on disclosure; (c) was known to the receiving party prior to its receipt from the disclosing party; (d) was independently developed by the receiving party; (e) is disclosed under operation of law; or (f) is disclosed by the receiving party with the disclosing party's prior written approval.

7. **Term**

The term of this Agreement will begin when it is executed by both parties and will continue thereafter until terminated. Either party may terminate this Agreement upon one hundred eighty (180) days written notice. Changes to any part of the Agreement must be jointly agreed upon in writing by both UWF and HKWP. Notwithstanding any changes agreed to by the parties, students enrolled in a current Course would be allowed to finish the term under the conditions of this Agreement.

8. **Audit**

HKWP shall have the right, one (1) time per year, at a time and place convenient to UWF, to conduct an audit of UWF's records relating to the access to and use of the Course by UWF students. In the event that such audit reveals that UWF has in any way underpaid HKWP for the Course, UWF shall promptly reimburse HKWP for the underpaid amount, together with interest thereon at the highest rate allowed by law. In the event that the audit reveals that UWF has underpaid for the Course by more than five percent (5%) for the period audited, UWF shall reimburse HKWP for the cost of the audit.

9. **Limitation of Liability**

THE ENTIRE LIABILITY OF HKWP IN RESPECT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS ARISING UNDER THIS AGREEMENT AND ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION, INCLUDING NEGLIGENCE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (TOGETHER AN "EVENT OF DEFAULT") SHALL BE LIMITED TO DAMAGES IN AN AMOUNT EQUAL TO THE CUMULATIVE COST OF ALL COURSE FEES PAID BY UWF OR UWF STUDENTS TO HKWP FOR THE COURSE. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN RESPECT OF ANY EVENT OF DEFAULT FOR LOSS OF DATA, PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING LOSS OR DAMAGE SUFFERED AS A RESULT OF ANY ACTION BROUGHT BY A THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF YOU INCURRING THE SAME. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREBIN. NOTHING IN THIS SECTION WILL CONFER ANY RIGHT OR REMEDY UPON ICL TO WHICH IT WOULD NOT OTHERWISE BE LEGALLY ENTITLED. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO HKWP'S INDEMNIFICATION RESPONSIBILITIES OUTLINED IN SECTION 4 OF THIS AGREEMENT.
10. **Notices**

Any notice or other communication required or permitted hereunder shall be given in writing to the other party at such address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given when (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telexcopier, fax (all with confirmation of receipt), or (iv) by recognized air courier service.

<table>
<thead>
<tr>
<th>HKWP</th>
<th>UWF</th>
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<tbody>
<tr>
<td><strong>Name:</strong> Cindy Wong</td>
<td><strong>Name:</strong> Dr. Janet Pilcher</td>
</tr>
<tr>
<td><strong>Title:</strong> Chief Operating Officer</td>
<td><strong>Title:</strong> Director, ICL</td>
</tr>
<tr>
<td><strong>Address:</strong> Harry K. Wong Publications, Inc. 943 N. Shoreline Blvd.</td>
<td><strong>Address:</strong> 212 Church St</td>
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<tr>
<td><strong>City/State:</strong> Mountain View, CA</td>
<td><strong>City/State:</strong> Pensacola, FL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 94043</td>
<td><strong>Zip:</strong> 32502</td>
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11. **General**

11.1. **Unenforceability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be illegal, prohibited, void or unenforceable for any reason, that provision of the Agreement shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

11.2. **Headings.** Save as otherwise provided herein, references to sections are to those contained in this Agreement. Headings are inserted for convenience only and do not affect the construction of this Agreement.

11.3. **Construction.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.

11.4. **Waiver.** No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.

11.5. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties with respect of the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or in writing. No addition or modification to this Agreement is valid unless made in writing and signed by authorized personnel of HKWP and UWF.

11.6 **Public Records and Confidential Information.** The parties acknowledge that UWF is subject to section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Information which is marked as confidential by either party will be treated as confidential by the other party if i) it would be considered a trade secret as defined under Florida law; or ii) is otherwise exempt from s. 119.07, Florida Statutes, under any
other provision of Florida or other applicable law. All usage of the term "confidential information" in this Agreement shall be deemed to include these clarifications and limitations. However, nothing herein shall be deemed to authorize the release of student information protected by the Family Educational Rights and Privacy Act without compliance with the provisions thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

"HKWP"

By: Cindy Wong

Title: Chief Operating Officer

Date: 2-14-08

"UWF"

Dr. Chula G. King, Provost

By: Richard S. Podemski

Dr. Richard S. Podemski

Title: Associate Vice President

Research & Dean of Graduate Studies

Date: 2/12/08

Approved As To Form And Legality:

UWF Attorney