VISTA Learning, NFP

CONTRACT FOR SERVICES FOR EVALUWISE™ SOFTWARE DEVELOPMENT, HOSTING, MARKETING, AND TECHNICAL SUPPORT

THIS CONTRACT is made and entered into June 1, 2013, by and between Vista Learning NFP, hereinafter called Vista Learning, and the Professional Development Alliance, hereinafter called the PDA.

Vista Learning engages PDA to provide specific technical services including but not limited to software and application development, hosting, marketing and technical support, hereinafter called the "Work".

SECTION I - SERVICES OF PDA

In order to accomplish this Work, PDA will provide contracted services, as well as required hardware and software as needed according to Vista Learning standards.

SECTION II - PERIOD OF SERVICE

PDA shall provide services to Vista Learning under this agreement starting June 1, 2013 until the contract is terminated.

SECTION III - PDA's COMPENSATION

PDA will submit an invoice specifying the services provided. Travel and other approved reimbursable expenses will be indicated on the invoice. Payment is requested within thirty (30) days of date of invoice.

SECTION IV - TERMINATION

Either party may, at its discretion, terminate this CONTRACT upon thirty days written notice delivered to the legal mailing address of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day of June 1, 2013.

FOR VISTA LEARNING

Shawn Walsh, President

FOR PDA

Jay Linksman, Executive Director

Professional Development Alliance