

EducationToGo Account Activation Form

EducationToGo courses will be delivered to your students as if your organization were actually providing the courses.

To create your unique web site for online courses, we need you to select a unique Web address for your organization. Your online course web site address will begin with <http://www.ed2go.com/> followed by a web name that you choose.

The name you choose should be short and easy to remember. This name must be no shorter than two (2) characters and no longer than fifteen (15) characters. The name cannot contain any punctuation marks or spaces, and must be all lower-case.

For example, if your institution name was Everly Parks Community College, you could create any of the following Web addresses for your institution:

- <http://www.ed2go.com/everly>
- <http://www.ed2go.com/eb>
- <http://www.ed2go.com/evbcc>

Please fill in the information below for the person who will be running this program, the web address you chose for your agency, and a password of your choice.

Institution: Cochise College

First Name: Emily

Last Name: Fairbank

Web Address: <http://www.ed2go.com/> cochise
(Web name that you select)

Your Password: CPDo1class

Start Date: (Please circle the month you plan to start offering courses)

- | | | | | | |
|---------|---------------|-----------|---------|----------|----------|
| January | February | March | April | May | June |
| July | <u>August</u> | September | October | November | December |

**Please return this form along with the contract at your convenience to:
EducationToGo, P.O. Box 760, Temecula, CA 92593.
Please keep a copy of this information for your records.**

EDUCATION TO GO, INC.
 AGREEMENT TO OFFER ONLINE COURSES

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into between **Education To Go, Inc., PO Box 760, Temecula, California, 92593-0760** and **Cochise College, Continuing Education, 901 N. Colombo, Sierra Vista, AZ 85635** (Client).

RECITALS:

WHEREAS, Education To Go develops, designs, produces, and distributes online educational courses and content for Web-based Training (WBT) and instruction delivered via the Internet; and

WHEREAS, Client is an academic, educational, or other training institution, business, or community organization interested in offering WBT courses produced by Education To Go for Client's students, trainees, members, or employees (collectively "students" hereafter);

WHEREAS, Client desires to offer online educational courses developed by Education To Go;

NOW, THEREFORE, Client and Contractor agree as follows:

1. Term and Termination. This Agreement shall commence as of the date of signature below by Client and continue until terminated by either party. Either party may terminate this agreement by written notice to the other party at least thirty (30) days prior to the date of actual termination, except that the rights and obligations under Paragraph 3, below, shall survive termination.

2. Selection of Courses. Client will select the online courses it desires to offer from Education To Go's published course listing by accessing Education To Go's Website (<http://www.ed2go.com/admin>) and selecting courses online. The parties acknowledge that Client's failure to select courses in this manner may delay delivery to registered students, in which event Client shall assume responsibility for all consequences of such delay.

3. Payment and Price. Client shall pay Education To Go for each online course selected in accordance with Paragraph 2, above, upon Education To Go's submission of the following: (a) a dated invoice showing the total amount due for each online course (calculated on a per student basis for each student enrolled in the online course); and (b) a roster verifying the names or IDs of students receiving online course instruction. Client shall make payment to Education To Go at PO Box 760, Temecula, CA 92593-0760, on NET 30

terms from invoice date. Dated invoices are first submitted after the completion of approximately 50 percent of online course instruction, which normally occurs within three weeks of commencement.

Current online course prices are published in Education To Go's catalog. Education To Go's catalog is updated periodically as new online courses are announced and added to Education To Go's offerings. Online course prices are e-mailed to Client's designated online course coordinator each time a new online course is announced and added to Education To Go's course offerings.

4. Waiver of Education To Go's Fee. Education To Go agrees to waive or reimburse its fee for any student who drops Education To Go's online course after enrollment, but before completion, and explains in writing his or her dissatisfaction with the course. The student dropping Education To Go's online course shall do so in conformity with Client's stated add/drop and refund policies. Failure of the student to drop Education To Go's online course in conformity with these policies shall nullify Education To Go's waiver of its fee as set forth in this paragraph. Client agrees to provide Education To Go with a copy of its stated add/drop and refund policies. The parties agree that Education To Go may at its discretion append a copy of said policies to the online course materials in a place and in a

manner that Education To Go deems appropriate. In no event shall a student, either directly or through Client, be entitled to drop Education To Go's online course and thereby claim a refund after Education To Go certifies or provides proof of the student's successful completion of the online course.

5. No Minimum Enrollment. There shall be no minimum enrollment required for any of the courses offered by Education To Go. However, Education To Go retains the right to terminate this Agreement if Client fails to make reasonable efforts to promote its (Client's) online program or fails to demonstrate reasonable growth in this program.
6. Advertising. Education To Go hereby grants Client permission, if Client chooses, to use Education To Go's name, qualifications, and course descriptions in advertising or promoting those online courses that Client has chosen to offer its students.
7. Cancellation. In the event Education To Go cancels any online course chosen by Client, students in said course will be rescheduled for the next available period, unless Client elects to decline such rescheduling and so notifies Education To Go. Client acknowledges that each online course is taught by an instructor who has been engaged for this purpose by Education To Go. Education To Go expressly reserves the right to cancel, without prejudice, any online course if the instructor is unable to perform his or her duties and if, in the event of such disability, a suitable replacement cannot be found. The exercise of this cancellation right is conditioned upon Education To Go's making a full refund to Client, within 30 days of cancellation, for any fee already paid for the canceled course.
8. Costs. Education To Go shall be responsible for the costs incurred for producing and delivering the online courses via the Internet. The student shall be responsible for any costs incurred for the purpose of receiving any online courses, including, but not limited to, the costs for hardware, software, Internet access, and telephone charges.
9. Limits of Liability. The liability of Education To Go for any breach of this Agreement or other cause of action arising from the services rendered or agreed to be rendered under this Agreement, including but not limited to

damages for cancellation of an online course, the course content, the failure to deliver courses, or the interruption of courses, shall be limited to a refund of any fee paid by Client to Education To Go for said courses. Education To Go shall not be liable for the tuition or fees that Client has collected from or refunded to the student beyond the amount set forth in Education To Go's online-course catalog.

10. Status of Contractor and Relationship of the Parties. While performing services hereunder, Education To Go is an independent contractor and not an officer, agent, or employee of Client. Nothing herein shall be construed as creating an employer-employee, principal-agent, partnerships, or joint-venture relationship between the parties.
11. Proprietary Rights. Education To Go shall retain all title, copyright, trade secrets, patents, trademarks and other proprietary rights in the online material and all modifications, enhancements, and other works derivative of the online material. Client does not acquire any rights, express or implied, in the online material, other than those specified in this Agreement.
12. Nondisclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another. Confidential Information shall be limited to the online course material, the terms and pricing under this Agreement, and all information clearly identified (whether orally or in writing) as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form

to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13. Client Trademarks. Client agrees that, during the term of this Agreement, Education To Go may include Client in Education To Go's partner listings and may place Client's name and logo, if requested, on the Online Instruction Center Web site and in collateral marketing materials relating to Education To Go's products and services. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the parties that imposes on them the legal duties or obligations of partners. Client hereby grants Education To Go a right to use Client's trademarks (name and logo only) designated by Client for such uses, subject to Client's trademark/logo usage guidelines, if any, provided by Client to Education To Go.

14. Assignment. This Agreement shall be binding upon the successors and assigns of Client and upon the successors and assigns of Education To Go, but no assignment, except to an affiliate or duly organized subsidiary of Education To Go, shall be binding on either of the parties without the written consent of the other.

15. Law Applicable. This Agreement shall be interpreted according to the laws of the State of California.

16. Arbitration. All disputes arising from this Agreement shall be submitted to binding private arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties shall have the right to seek injunctive relief from a court of competent jurisdiction and to conduct discovery relating to any dispute herein.

17. General Provisions. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement and contains all covenants and agreements between the parties with respect thereto. Each party acknowledges that no representations; inducements; promises; or agreements, oral or otherwise, have been made by any party, or by anyone acting on the behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an addendum to this Agreement.

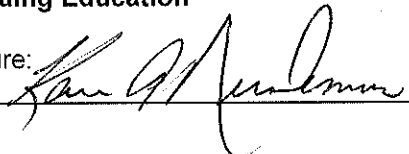
IN WITNESS WHEREOF, this Agreement is entered into as of the date written below by and on behalf of Contractor and Client by the authorized agent thereof.

Contractor: **EDUCATION TO GO, a Corporation.** EIN 33-0848886

Date: 03/09/01
(Note: If contract not returned within 90 days, please request a new contract)

Client:

**Cochise College
Continuing Education**

Signature: 

Name: Karen Nicodemus

Title: President

Date: 5-14-01