

Education To Go | A Division of Thomson Learning
ACCOUNT ACTIVATION FORM

Education To Go courses are delivered to your students as if your institution were actually providing the courses. To create your web site for online courses, you need to select a unique Web address for your institution. 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 ten (10) characters. The name cannot contain any punctuation marks or spaces, and must be all lower-case.

For example, if your institution name was Everly Brothers University, 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/evbu>

Please provide the appropriate information below for the person who will be managing this program, the web address you chose for your Website, and a password of your choice.

Institution: Southern Illinois University Carbondale

First Name: Sandra

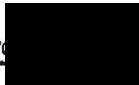
Last Name: Rhoads

Phone Number: 618-453-5679

E-mail Address: srhoads@siu.edu

Web Address: <http://www.ed2go.com/ siuc>

(Web name that you select)

Your Password: 

Retail Pricing: (Check the retail price for your online courses): \$89 \$99 other:

Start Date: (Check the month you plan to begin offering courses)

January February March April May June
 July August September October November December

Please return this form along with the Agreements to:

Education To Go, P.O. Box 760, Temecula, CA 92593-0760

(Keep a copy of this information for your records)

Education To Go | A Division of Thomson Learning**AGREEMENT TO OFFER ONLINE COURSES**

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into between Education To Go, PO Box 760, Temecula, California, 92593-0760 and Southern Illinois University, 703 South Washington, Carbondale, IL 62901 (Partner).

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

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

NOW, THEREFORE, Partner and Contractor agree as follows:

- 1. Term and Termination.** This Agreement shall commence as of the date of signature below by Partner and continue until terminated by either party. Agreements must be returned to Education To Go no later than six weeks prior to the desired launch date of the program. 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. Account Setup.** Each Partner's online account is established by Education To Go and reviewed by the Partner for final approval.
- 3. Payment and Price.** Partner shall pay Education To Go for each paid student enrollment, 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 of students receiving online course instruction. Partner shall make payment to Education To Go at PO Box 36716, Chicago, IL 60694-6716, 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 Online catalog. Education To Go's catalog is updated periodically as new online courses are announced and added to Education To Go's 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 Partner'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. Partner 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 Partner, 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. Program Eligibility.** Partner accounts will undergo an annual review by Education To Go support staff to verify program eligibility. Account termination can occur if Education To Go determines that: Partner is not devoting a sufficient amount of catalog space to Education To Go courses; Partner is not offering a sufficient number of Education To Go course titles (as specified in the Marketing Agreement); or Partner is not adequately supporting the Education To Go online program.
- 6. Cancellation.** In the event Education To Go cancels any online course chosen by Partner, students in said course will be rescheduled for the next available period, unless Partner elects to decline such rescheduling and so notifies Education To Go. Partner 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 Partner, within 30 days of cancellation, for any fee already paid for the canceled course.
- 7. 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.
- 8. 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 Partner to Education To Go for said courses. Education To Go shall not be liable for the tuition or fees that Partner has collected from or refunded to the student beyond the amount set forth in Education To Go's online-course catalog.

9. **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 Partner. Nothing herein shall be construed as creating an employer-employee, principal-agent, Partnerships, or joint venture relationship between the parties.
10. **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. Partner does not acquire any rights, express or implied, in the online material, other than those specified in this Agreement.

11. **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.

12. **Partner Trademarks.** Partner agrees that, during the term of this Agreement, Education To Go may include Partner in Education To Go's Partner listings and may place Partner'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. Partner hereby grants Education To Go a right to use Partner's trademarks (name and logo only) designated by Partner for such uses, subject to Partner's trademark/logo usage guidelines, if any, provided by Partner to Education To Go.

13. **Assignment.** This Agreement shall be binding upon the heirs, executors, administrators and assigns of Partner/Client and upon the successors and assigns of Education To Go, but no assignment by either party shall be binding on either of the parties without the written consent of the other; provided, however, that Education To Go may assign this Agreement without the written consent of Partner/Client to (i) an affiliate, parent or subsidiary of Education To Go or to any party acquiring a controlling share of the capital stock of Education To Go, or (ii) a successor to all or a substantial portion of the business of Education To Go (by way of a sale of assets or by merger, consolidation or otherwise).

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

15. **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.

16. **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.

Note: 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 Partner by the authorized agent thereof.

Contractor: Education To Go, A Division of Thomson Learning, Inc. - EIN #59-2124491

Date: August 29, 2006

(Note: If contract not returned within 90 days, please request a new contract)

Partner: Southern Illinois University Carbondale

Signature:

Name: Dr. Steve Yarbrough

Title: Director

Date: October 12, 2006