

**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 University of Vermont 322 S. Prospect Street Burlington, VT 05401 (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. The Partner's online instruction center (OIC) must contain a minimum of 75% of the available course titles offered by Education To Go. Participating institutions must offer those courses to the public a minimum of 8 months a year.

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 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 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.



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5. Continued Program Eligibility. 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 Partner fails to make reasonable efforts to promote its (Partner's) online program or fails to demonstrate reasonable growth in this program. Partner accounts will undergo an annual review by Education To Go support staff to verify continued program eligibility. Termination can occur due to lack of adequate catalog space, an insufficient amount of titles offered (see section 2), or lack of support for the program by Partner support staff or administrators.

6. Advertising. Education To Go hereby grants Partner permission, if Partner chooses, to use Education To Go's name and qualifications; its course descriptions; and the names, likenesses, and biographies of its instructors when advertising or promoting the online courses that Partner has chosen to offer its students. At least 10% of catalog advertising space dedicated to Continuing Education Programs must be used to promote Education To Go online courses. Online courses developed by any entity other than Education To Go may not be included on any page that contains a reference to Education To Go, its instructors, or any of its online courses. A representative of Education To Go must be provided the opportunity to review and approve each catalog produced by Partner before the catalog goes to print.

7. 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.

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 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.

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 Partner. 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. Partner 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. 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.

**14. 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).

**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.

**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 California Corporation.** EIN 33-0848886

Date: January 29, 2004

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

Partner:

**University of Vermont**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

A. JOHN BRAMLEY

Title: \_\_\_\_\_

PROVOST

Date: \_\_\_\_\_

January 30, 2004

# Education To Go, Inc.

Extending the reach of continuing education since 1998

Voice: 800-701-8755  
Fax: 909-719-3333

POB 760  
Temecula, CA 92593-0760

helpdesk@ed2go.com  
www.ed2go.com

## ONLINE ENROLLMENT & PAYMENT SERVICES AGREEMENT

### A. CUSTOMER AND PAYMENT INFORMATION

#### 1. CUSTOMER INFORMATION:

INSTITUTION: University of Vermont  
CONTACT: Cathy Krupp CE Finance  
ADDRESS: 322 S. Prospect St.  
CITY: Burlington STATE: VT ZIP CODE: 05401  
PHONE: (802) 656-5805 FAX: (802) 656-0306 E-MAIL: Cathy.Krupp@uvm.edu  
MAKE REMITTANCE PAYABLE TO: University of Vermont

#### 2. SERVICE INFORMATION

a) ONLINE ENROLLMENT AND PAYMENT SERVICE

\$2.25/ENROLLMENT

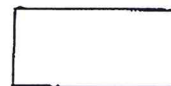
THE CHARGE ABOVE COVERS BANK PROCESSING FEES NORMALLY INCURRED BY AN INSTITUTION AND PAID BY ED2GO. INVOICED MONTHLY.

#### 3. SERVICE SELECTION

a) ONLINE ENROLLMENT AND PAYMENT SERVICE:



YES



NO



# ENROLLMENT & PAYMENT SERVICES AGREEMENT

## B. RECITALS

THIS Payment Services (EPSA) AGREEMENT is entered into, by and between EDUCATION TO GO INC. a California corporation ("ETG") and the customer referenced in section A (hereinafter "Partner").

WHEREAS, ETG is a company incorporated in the State of California which in part provides online learning services,

WHEREAS, ETG has developed or is in the process of developing a Enrollment & Payment Services System (hereinafter "EPSA"), which is used for collecting student payments for enrollments on behalf of partner.

WHEREAS, Partner is an organization described in Section A, which desires EPSA services,

NOW, THEREFORE, the parties agree as follows:

## C. SERVICES AGREEMENT

### 1. Payments.

A: In consideration of the use and additional accommodations granted herein, Partner agrees to pay the sum indicated in Section A, Subsection 2 per enrollment.

B: ETG will remit to partner gross enrollment fees collected on behalf of the partner per student on a monthly basis.

C: Refunds will be applied to the enrollees credit card account and credit memos issued if partner has been billed.

### 2. Limitation of Liability.

ETG is not responsible whatsoever under this Agreement for problems that may arise due to Internet service limitations or interruptions of service that are outside the control of ETG including, for example, power failures, communication failures due to bandwidth congestion or other interruptions, failures or interruptions caused by viruses, unauthorized access or damage caused by hackers, acts of God, etc.

## D. MISCELLANEOUS TERMS

1. Amendments. This Agreement shall not be modified or altered except in writing signed by Partner and an authorized representative of ETG.

2. Applicable Law. The laws of the State of California shall govern this agreement.

3. Notices. Any notices given under this Agreement shall be in writing and shall be deemed given when:

- (a) Delivered in person,
- (b) Transmitted by facsimile (with written confirmation of successful transmission), or

(c) Five (5) days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to ETG: Education To Go Inc.  
POB 760  
Temecula, CA 92593-0760  
Attn: EPSA

If to Partner: Address indicated in section A, subsection 1.

4. Dispute Resolution. If any dispute arises under this agreement and attempts to resolve the dispute for twenty (20) days subsequent to notification of the dispute by one party to the other are unsuccessful, the parties shall resolve the dispute by binding arbitration by a single arbitrator in the State of California under the rules of the American Arbitration Association. The award of the arbitrator shall be enforceable under any court having jurisdiction hereof. The fees associated with the arbitration shall be borne equally by the parties.

5. Severability. If any term or provision of this agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this agreement that provides for a limitation of liability or limited warranty is intended by the parties to be severable and independent of any other provision and to be enforced as such.

6. Breach. No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE FULL CORPORATE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER AND THAT THE PERSON WHOSE SIGNATURE APPEARS BELOW IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY OF WHOM HE OR SHE REPRESENTS.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF DATE SET FORTH BELOW

PARTNER REPRESENTATIVE/TITLE (PRINTED)

A. Joun Bernier, President 1/30/04

PARTNER REPRESENTATIVE (SIGNATURE)

DATE