

WEBSITE ACCESS AGREEMENT

This WEBSITE ACCESS AGREEMENT (“Agreement”) is entered into between
Grammardog.com LLC, a Texas corporation, with its principal office in Christoval, Texas

and _____ (“Licensee”)

and is effective starting on _____ (date).

The parties agree as follows:

Grammardog.com hereby grants a Website Access Agreement to Licensee. Under the terms of this Agreement, Licensee is authorized to access Grammarup.com website for a period of one year from the date of this Agreement. Licensee will have the use of all titles on the website at the date of the contract in addition to any titles added to the Grammardog catalog during the Agreement term. Licensee shall not permit any use of Grammardog.com intellectual property or curriculum interactive systems other than as specifically authorized herein.

Grammardog.com retains all rights, title and interest including the copyright ownership in and to the interactive program and any related copyrights, patents, trademarks and other incidental intellectual property. Licensee is not licensed to modify, change, sell or use Grammardog.com property in any way other than represented by this Agreement without prior written consent of Grammardog.com.

MAINTENANCE AND RENEWAL

Grammardog.com will deliver educational content to students through the secure website www.grammarup.com and is responsible for maintaining said website. Licensee will be notified in advance of any scheduled website maintenance that could interfere with interactive use. Grammardog.com will make every effort to provide uninterrupted website service but can not be held accountable for acts of God, nature, war, or terrorism.

Grammardog.com will provide Licensee with teacher logins and passwords as needed. Individual class management is the responsibility of the Licensee. Grammardog.com is not responsible for Licensee hardware failure, conflicts with other software, failure of internet providers, failure of operating systems, or server security issues. Grammardog.com does not guarantee that the interactive program will work on all operating systems.

Payment for the Grammardog.com Interactive program shall be made in accordance with the terms set forth in Attachment “A” attached hereto and incorporated herein. Payment is due upon signing of the contract. The Website Access Agreement rate is based on the number of students accessing the interactive website. If Licensee exceeds specified number of students, Licensee will be charged the appropriate rate, effective immediately. Licensee’s failure to pay the appropriate rate will terminate this Agreement. Accounts terminated due to violations will not be refunded. Renewal may be made automatically upon receipt from the Licensee of annual access fees by Grammardog.com.

GENERAL AND MISCELLANEOUS

Contract Commencement. The term of contract period of this Agreement shall commence on the date indicated by the signature line of Licensee.

No Partnership Intended. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.

Server and Website Abuse. Any attempt to undermine or cause harm to the server or website is strictly prohibited and will result in termination of the Agreement.

Neither party shall have the right to assign its interest in this Agreement to any other party, unless the prior written consent of the party is obtained.

This Agreement contains the entire agreement of the parties and there are no other promises of conditions in any other agreement whether oral or written. If any of this agreement is found to be unenforceable, all other parts shall remain in effect. This Agreement supersedes any prior written or oral agreement between the parties.

This Agreement may be modified or amended, if the modification or amendment is made in writing and is signed by both parties.

This Amendment shall be governed by the State of TEXAS. Any dispute or claim for monetary damages arising out of or relating to this Agreement, including the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) in effect at the time demand is made. The award is subject to confirmation, modification, correction or vacation only as explicitly provided in Title 9 of the United States Code. The prevailing party shall be entitled to an award of reasonable attorney's fees and court costs. This Agreement shall be interpreted and construed in accordance with the laws of the United States.

Licensee Representative

Date

Title

Grammardog.com Representative

Date

ATTACHMENT "A"
WEBSITE ACCESS SPECIFICATIONS

Licensee Name

Contact Name

Title

Address

City

State

Zip

Phone

Fax

E-Mail

Website

Annual Website Access Fees

<i>Initial Appropriate Fee</i>	<i>Number of Students</i>	<i>Annual Site License Fee (\$USD)</i>
_____	1 - 100	\$240 USD
_____	101 - 200	480
_____	201 - 300	720
_____	301 - 400	960
_____	401 - 500	1,200
_____	501 - 1,000	2,400
_____	1,001 - 2,000	4,560
_____	2,001 - 3,000	6,840
_____	3,001 - 4,000	9,120
_____	4,001 - 5,000	11,400
_____	5,001 - 6,000	13,680
_____	6,001 - 7,000	15,960
_____	7,001 - 8,000	18,240
_____	8,001 - 9,000	20,520
_____	9,001 - 10,000	22,800
_____	10,001 - 12,000	27,360
_____	12,001 - 15,000	34,200
_____	15,001 - 18,000	41,040
_____	18,001 - 21,000	47,880
_____	21,001 - 24,000	54,720
_____	24,001 - 27,000	61,560
_____	27,001 - 30,000	68,400
_____	30,001 - 33,000	75,240
_____	33,001 - 36,000	82,080
_____	36,001 - 39,000	88,920
_____	39,001 - 41,000	93,480
_____	41,001 - 44,000	100,320

_____	44,001 - 47,000	107,160
_____	47,001 - 50,000	114,000
_____	50,001 - 55,000	125,400
_____	55,001 - 60,000	136,800
_____	60,001 - 65,000	148,200
_____	65,001 - 70,000	159,600
_____	70,001 - 75,000	171,000
_____	75,001 - 80,000	182,400
_____	80,001 - 85,000	193,800
_____	85,001 - 90,000	205,200
_____	90,001 - 95,000	216,600
_____	95,001 - 100,000	228,000
_____	100,001 plus	Negotiable

Licensee Representative

Date

Grammardog.com LLC Representative
EIN: 20-1973819

Date

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PAYMENT METHOD

Purchase Order Number: _____

Credit Card Number: _____

Expiration date: _____