

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 Time

Grammardog.com LLC Representative Date Time

**ATTACHMENT "A"
WEBSITE ACCESS SPECIFICATIONS**

Licensee Name

Contact Name

Title

Address

City

State

Zip

Phone

Fax

E-Mail

Website

Subscription Fees (\$USD) (Please Initial Appropriate Fee)

No. of Students	1 year	2 year	3 year
1-100	_____ \$240	_____ \$216	_____ \$204
101-200	_____ 480	_____ 432	_____ 408
201-300	_____ 720	_____ 648	_____ 612
301-400	_____ 960	_____ 864	_____ 816
401-500	_____ 1200	_____ 1080	_____ 1020
501-1,000	_____ 2400	_____ 2160	_____ 2040
1,001-2,000	_____ 4560	_____ 4104	_____ 3876
2,001-3,000	_____ 6840	_____ 6156	_____ 5814
3,001-plus Negotiable	_____	_____	_____

Licensee Representative

Date

Time

Grammardog.com LLC Representative
EIN: 20-1973819

Date

Time

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PAYMENT METHOD

Purchase Order Number: _____

Credit Card Number: _____

Expiration Date: _____ CVC: _____