

**EDUCATION TO GO  
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 (Contractor) Victoria College, Continuing Education & Work Force Training, 2200 East Red River, Victoria, TX 77901 (Client).

RECITALS:

WHEREAS, Contractor is engaged in the business of producing online college-level courses and content for Web-based Training and Instruction (WBT) to students via the Internet; and

WHEREAS, Client is an academic or other training institution interested in offering WBT courses produced by Contractor for its students or employees;

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.

2. Selection of Courses. Client will select courses each new period of offering, whether monthly, quarterly or other term period, by accessing Contractor's Website (<http://www.ed2go.com/admin>) and submitting a Sales Order form prior to the new period. Failure to order courses in this manner may delay delivery to registered students.

3. Payment and Price. Client shall make payment on a per student basis to Contractor on NET 30 terms from invoice date by sending remittance to: PO Box 760, Temecula, CA 92593-0760. (Billing commences after a course completes 50% of instruction, usually within three weeks).

The Client shall pay Contractor for instructional services upon submission of the following:

- a. an invoice with total amount for each course;
- b. a student roster verifying students receiving course instruction.

Course prices are published periodically through the year each time new courses are announced and added to the course catalog. Course prices are mailed to the client's online course coordinator each time an announcement is made.

4. Waiver of Dissatisfaction. Contractor agrees to waive its fee for any student who expresses dissatisfaction with a course, in writing to Client. Contractor will conform to Client's add/drop and refund policies.

5. No Minimum Enrollment. There shall be no minimum enrollment required for any of the courses offered by Contractor. However, Contractor retains the right to terminate agreement with Clients that do not promote and demonstrate growth in their online program.

6. Advertising. Contractor hereby grants Client permission to use Contractor's name, qualifications, and course descriptions in advertising or promotion. In addition, Client may link to the Contractor's on-line course catalog to provide students with course information.

7. Cancellation. In the event the Contractor cancels any course, students in said course will be rescheduled to the next available session unless otherwise notified by Client. Client acknowledges that each course is led by an instructor. Contractor reserves the right to cancel a course if the instructor is unable to perform his or her duties and a suitable replacement cannot be found, provided that

the Contractor shall make full refund to the Client for any course fee paid.

8. Costs. Contractor shall be responsible for the expenses in producing and delivering the courses via the Internet. The student shall be responsible for the expenses of receiving the courses, including hardware, software, Internet access, and telephone charges.

9. Course Content. For each course, Contractor shall provide:

- a. A total of twelve (12) lessons, with quizzes and one final exam, delivered to each student at the rate of two (2) lessons per week for six (6) weeks.
- b. Interactive, web-based activities including discussion areas, WWW links, searchable topic database, and instructor responses to difficult questions.
- c. A list of students who have met the requirements for a completion certificate.

10. Limits of Liability. The liability of Contractor 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 a course, the course content, the failure to deliver courses, or the interruption of courses, shall be limited to a refund of any tuition paid by Client to Contractor for said courses. Contractor shall not be liable for the tuition or fees the Client has collected or to the student or Client for consequential damages.

11. Status of Contractor. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of Client.

12. 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 amendment 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: 10/16/99  
(note: if contract not returned within 90 days, please request a new contract)

By: Jules Ruggles/gc  
Jules Ruggles  
CEO

Client:

VICTORIA COLLEGE  
CONTINUING EDUCATION & WORK  
FORCE TRAINING

By: Steve Thomas

Name: Steve Thomas, Ph.D.

Title: Dean of Instructional Services

Date: 12-1-99