

TERMS OF SERVICE

Introduction:

This document outlines the Terms of Service for using Curriculum Trak. The agreement is between the organization that signs up to use Curriculum Trak for their curriculum mapping or an organization that desires a product demo (the 'Subscriber') and Dynamic Internet Solutions, LLC (the 'Provider'). The goal of this document is to outline the expectations and acceptable use of Curriculum Trak.

Use of Curriculum Trak does not require a long-term contract. This agreement is year-to-year. We are confident that any school that uses the system will be extremely pleased with its capabilities and flexibility.

1. Purpose of Agreement:

Subscriber desires to utilize Provider's curriculum software for the purpose of mapping their school curriculum. Provider will provide services according to the terms and conditions set forth in this Agreement.

2. Services to be Provided:

Provider agrees to provide Subscriber with administrator access to a Curriculum Trak for the purpose of maintaining the Subscriber's curriculum content. Curriculum Trak will provide all the necessary system requirements to run this application on the World Wide Web.

3. Payment:

Subscriber agrees to pay the service fee on an annual basis as stated in the agreement. Payment must be made via check, eCheck, Credit Card or PayPal. The Subscriber's annual fee is determined by the exact services required, as mentioned in Section 2 above. Provider reserves the right to suspend or discontinue service for any Subscriber who is more than 30 days past due for services rendered.

4. Termination:

Curriculum Trak retains the right to terminate the service of any client who infringes or violates any terms of service as listed here.

5. Subscriber Obligations:

The Subscriber agrees to use the system as defined by this agreement. The Subscriber recognizes Curriculum Trak's need to uphold the law and Web site standards set forth in this agreement. The Subscriber therefore agrees to the following:

- The Subscriber's organization is a registered not-for-profit organization and can provide necessary documentation if required to do so.
- All content uploaded to the Subscriber's copy of Curriculum Trak is the property of the Subscriber's organization, or the Subscriber has obtained official permission from the content's rightful owner to utilize this content in their curriculum maps. This 'content' includes, but is not limited to: copyrights, trademarks, patents, graphics, intellectual property, written articles, or text of any kind that was taken from a third party source.
- The Subscriber will adhere to all Federal, State, and Local laws concerning the collection and dissemination of personal information taken from users through Subscriber's site.
- Will not post any content that is considered illegal under the law.
- Will not post any content that can be considered obscene, profane, libelous, or racist in nature.
- Will not post any content that is pornographic.
- Will not post any programs or files that are protected by copyrights against duplication.
- Will not post any programs that are malicious in nature, i.e. virus, worm, etc...
- The subscriber understands that his/her curriculum content will be available to other Curriculum Trak subscribers if the Data Sharing feature is turned on. If the subscriber wishes to keep this private, this feature can be turned off but then they also will not be able to view the curriculum content of the other subscribers.

6. Ownership:

The System – The Provider owns all rights to all files, technology, and branding that comprises the Curriculum Trak application and any associated graphics or graphical templates. This includes any enhancements or upgrades that the Subscriber may pay for.

The Content - The Subscriber owns any content that is input using Curriculum Trak. The Subscriber is therefore liable for all content on the site.

Both the Provider and the Subscriber agree to protect the information and rights each has in regards to The System and The Content. The Subscriber further agrees that Curriculum Trak, its structure and applications, are the sole property of Dynamic Internet Solutions, LLC and that the Subscriber will not use its own access or give access to any third party to view Curriculum Trak to reverse-engineer any portion, in part or in whole, of the Curriculum Trak.

7. Limited Warranty and Liability:

Curriculum Trak is provided 'as is' without any warranties. Dynamic Internet Solutions, LLC is not liable for any network, hardware, or software failures. If a Subscriber is dissatisfied with the service, the Subscriber can cancel the service with written notification to the Provider. The Provider will not refund the service fees for any prepaid months. Other than the foregoing, no warranty is made by Dynamic Internet Solutions, LLC regarding any information, service or product provided through, in connection with, or located on the computers of Dynamic Internet Solutions, LLC, and Dynamic Internet Solutions LLC hereby expressly disclaims any and all warranties, including without limitation: (i) any warranties as to the availability, accuracy, or content of information, products, or services, and (ii) any warranties of merchantability or fitness for a particular purpose.

8. Prohibition of Illegal Content and Activity:

Subscriber agrees to abide by all copyright, obscenity, and other laws governing content of publications in the United States of America and the State of Wisconsin. Furthermore, Subscriber agrees that Provider shall in no way be liable or held legally accountable for the content of Subscriber's materials or information stored on or transmitted from Provider's computers. If, in the opinion of Provider's legal counsel, Subscriber's materials or information violate federal or state law, said materials may be removed or the Web site shutdown without warning or compensation.

9. Agreement Period:

This agreement is in force as long as Subscriber is using Provider's services. Either party may terminate this agreement by giving 30 days' advance written notice to the other party. If neither party provides the other with a 30-day advance written notice of intent to terminate this agreement, it shall be automatically extended for the next year under the same terms of this agreement. This requirement of written notice shall not apply to termination of service by Provider in case of either late or non-payment as described in section 3 above, or of illegal activity as described in sections 5 and 8 above.

10. Termination of Agreement:

- a. Each party has the right to terminate this Agreement upon 30 days' written notice to the other party.
- b. Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of termination. However, any termination of this Agreement shall not relieve Subscriber from the obligation to pay Provider for services rendered prior to receipt of the notice of termination and for work performed or hours reserved for Client during the 30 day termination notice period.

11. General Provisions:

- a. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Dynamic Internet Solutions, LLC reserves the right to make amendments to this agreement at its sole discretion.
- b. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- c. This Agreement will be governed by the laws of the State of Wisconsin.
- d. This Agreement does not create any agency or partnership relationship.
- e. This Agreement is not assignable by either party without the prior written consent of the other.