

TCI SUBSCRIPTION ADMINISTRATOR AGREEMENT

This TCI Subscription Administrator Agreement dated the ___ day of _____, 20__ (“**Effective Date**”) is by and between Teachers’ Curriculum Institute (“**TCI**”) and _____ (“**Client**”).

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

General Terms and Conditions

1. Definitions:

1.1 “**Online Subscription Tool**” shall mean the online Subscription management tool made available by TCI to the Subscription Administrators.

1.2 “**Subscription Administrator**” shall mean the Responsible Party and any other individuals designated as a Subscription Administrator pursuant to Section 2.1.

1.3 “**Agreement**” shall mean this TCI Subscription Administrator Agreement.

1.4 “**Responsible Party**” has the meaning set forth in Section 2.1.

1.5 “**User Subscriptions**” shall mean the Subscriptions of the Users used to access TCI’s websites and online service (“**Services**”) in connection with orders placed on behalf of Client, including, without limitation, their usernames and passwords.

1.6 “**Users**” shall mean all teachers, students or other users who access TCI’s Services in connection with orders placed on behalf of Client.

2. Appointment and License.

2.1 Appointment. Client hereby appoints _____ (the “**Responsible Party**”) to serve as the party responsible for the administration of the User Subscriptions as set forth in this Agreement. Client may appoint a replacement Responsible Party at any time by providing written notice to TCI. The Responsible Party may designate other individuals as Subscription Administrators by providing advance written notice to TCI or by using the applicable feature in the Online Subscription Tool.

2.2 Authority. Client acknowledges that Subscription Administrators have the authority to manage the User Subscriptions using the Online Subscription Tool (the “**Administrative Services**”), but the Responsible Party shall serve as the single point of accountability and main contact for issues concerning the Administrative Services.

2.3 Limited License. Subject to the terms set forth in this Agreement, TCI hereby grants to the Subscription Administrators a limited, non-exclusive, non-transferable license to features in the Online Subscription Tool required for the purposes of: (i) creating, modifying or deleting User Subscriptions, and (ii) otherwise managing the User Subscriptions as permitted by the Online Subscription Tool (the “**License**”).

2.4 Privacy. Client has read and consents to TCI’s Privacy Policy located at www.teachtci.com/privacy-policy/ and accepts TCI’s practices as set forth therein, on behalf of itself and all users (teacher and students) of the User Subscriptions. Without limiting the generality thereof, Client accepts the change provisions thereof and agrees that continued use of the User Subscription after notice of changes to the Privacy Policy, as set forth therein, shall be deemed acceptance and consent.

3. Representations, Warranties and Indemnity.

3.1 Authority. Each party represents and warrants that it has the full right, power and authority to enter into and perform its obligations under this Agreement.

3.2 Client represents, warrants and covenants to TCI as follows:

3.2.1 Compliance. Client shall perform the Administrative Services in compliance with all applicable foreign and domestic laws, regulations and policies, including, without limitation, the Children’s Online Privacy Protection Act (“**COPPA**”), Family Education Rights and Privacy Act and other laws relating to privacy.

3.2.2 Consent. Client has obtained parental authorization to provide, or has all necessary authority to itself provided, the consent set forth in Section 2.4 for the collection, storage and use by TCI of the Users’ information that is necessary for TCI to offer its Services in accordance with COPPA.

3.2.3. Security. Only Subscription Administrators shall have the right to access the full Online Subscription Tool as set forth in Section 2.3. Client agrees to maintain reasonable security measures to protect against unauthorized parties gaining access to the Online Subscription Tool and protect the passwords used to access the Online Subscription Tool. Client will promptly notify TCI if Client becomes aware of any unauthorized use of the Online Subscription Tool or TCI's Services; provided, however, that Client remains responsible for unauthorized use following such notice. Client agrees to cooperate with TCI and render such assistance as TCI may reasonably request to identify, halt and/or prevent any unauthorized use of the Online Subscription Tool or TCI's Services.

3.2.4 Indemnity. Client shall defend (if requested), indemnify and hold TCI and its employees, affiliates and subsidiaries, and their successors and assigns, harmless in all respects for any claims, damages or liability arising out of Client's breach of its representations, warranties or obligations under this Agreement.

4. Ownership. TCI, and its third-party licensors, as applicable, own all right, title and interest in and to the Online Subscription Tool and the Services. Client acknowledges that all right, title and interest in and to the Online Subscription Tool and the Services will remain the exclusive property of TCI and/or its third party licensors, and Client will not acquire any rights in or to the Online Subscription Tool except for the limited license expressly set forth in this Agreement, the Services' Terms of Use or any other agreement signed by an authorized officer of TCI.

5. Disclaimer of Warranties. THE ONLINE SUBSCRIPTION TOOL IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. TCI DOES NOT WARRANT THAT THE ONLINE SUBSCRIPTION TOOL OR THE FUNCTIONS PERFORMED BY IT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE ONLINE SUBSCRIPTION TOOL SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ANY STATEMENT, ORAL OR WRITTEN, MADE BY ANY PERSON, INCLUDING EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF TCI, WHICH ARE INCONSISTENT WITH OR IN CONFLICT WITH THE TERMS OF THIS AGREEMENT WILL NOT BE BINDING UPON TCI UNLESS REDUCED TO WRITING, AND SIGNED AND APPROVED BY AN AUTHORIZED OFFICER OF TCI.

6. Limitation of Liability. TCI AND ITS EMPLOYEES, AFFILIATES AND SUBSIDIARIES SHALL NOT BE LIABLE TO CLIENT HEREUNDER FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE ARISING OUT OF USE OF THE ONLINE SUBSCRIPTION TOOL OR THIS AGREEMENT.

7. Term and Termination. The term of this Agreement shall begin upon TCI's receipt of a contract from Client and continue in full force and effect until the earlier of: (i) six (6) months after the expiration of Client's last subscription with TCI or (ii) upon notice from TCI to Client of its intent to terminate. Sections 3.2.4, and 4-8 shall survive termination or expiration of this Agreement.

8. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous written and oral agreements with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. By signing below, you hereby certify that you are authorized to enter into this Agreement on behalf of Client.

CLIENT:

By: _____
(Signature)
Its: _____
(Title)

TCI:
Teachers' Curriculum Institute
By: _____
(Signature)
Its: _____
(Title)

Please return completed form by fax to 866-731-3407 or by email to info@teachtci.com.