

eCoops™ Initial Subscription Agreement & Terms of Service

1.0 The Parties. This is a binding, legal agreement ("Agreement") between Subscriber and eCoops™. eCoops™ agrees to provide Subscriber and Authorized Users with a limited, non-exclusive, non-transferable, revocable, royalty-free worldwide license, during the Term to have access to and use the eCoops™ product(s) indicated on the Signature Page of this Agreement. Subscriber agrees to pay fees to eCoops™ according to the terms of this Agreement and to use all eCoops™ products only in the manner set forth herein. "Subscriber" or "Subscriber's" refers to the entity that registers and purchases the Services.

2.0 Responsibilities and Services of eCoops™:

2.1 Basic Services: Subscriber's basic subscription includes the following hosted web services:

Online Database – *This is the basic eCoops™ subscription and is required for ALL other services.* This service includes, but is not limited to, the following features:

- Add, Edit or Delete Families, Students, Teachers, Classes & Service Jobs
- Enroll or Drop Students from Classes
- Assign Service Jobs to Families
- Reports for Online Viewing or Printing
- Search for Specific Information
- Upload Files and Create Links to Share Information
- Export family, teacher, student, class, class schedule and service job tables
- Accounts for Leaders, Teachers and Families
- Ability for all Members to change their password and username.
- Ability for Leaders, Teachers, and Families to update personal information
- 100 MB Storage Space
- Help Documentation available online
- Phone and Email Customer Support

2.2 Optional Services: Subscriber's may also choose to add any or all of the following hosted web services:

Class Catalog - This catalog is created from the information in the co-op online database and includes but is not limited to the following features:

- Ability to hide the catalog from the public and members
- Ability to display either the current year class information or new year class information in the catalog
- Allows users to view information by teacher or category
- Allows users to sort information by class name, time, age or cost

Teacher Access – Allows teachers to login and view:

- Current year class rosters
- New Year class rosters (when new year is active)
- Administrative Fees due report

Teacher Class Submission - Allows teachers to enter class submissions directly into the database including but not limited to the following features:

- Duplication of all current classes for teachers to edit for new year
- Ability for teachers to submit classes for the new year
- Ability for teachers to see class descriptions as they will appear in the class catalog

Parent Access - Allows families to:

- View their family class schedules
- View a Co-op Directory
- Access Service Jobs Information
- Choose Service Jobs through online interface

Co-op Website – Includes an interface allowing leaders to directly enter information for the website. Includes but not limited to the following features:

- Increase in file storage space
- Create multiple pages
- Make each page accessible to the public, leaders, teachers or families
- Add links to either internal web pages, Internet URL, or previously uploaded file

Online Registration – Provides an interface allowing online registration. (Requires Parent Access service.) Includes but not limited to the following features:

- Leader controls for making registration public
- Leader controls for various aspects of the online registration process
- Members will be able to register their family
- Members will be able to register students for classes online
- Members will be able to choose service job assignments online when allowed by leaders
- Checkout Summary Receipt for Parents
- Options for payment through the mail or by PayPal
- Verification system for leaders to keep record of payments

Class Pages with Gradebook - Provides a teacher-managed web page for each class. (Requires Parent Access and Teacher Access services.) Includes but not limited to the following features:

- Teachers may post assignments, messages, grades, and upload files for students to download.
- Only students enrolled in the class and their parents will be able to access these pages.
- Students (and parents) may see only their grades, not those of classmates.

Email - Emails may be sent to members. Includes but not limited to the following features:

- Ability for leaders to send messages to any member individually or in groups.
- With a Class Pages subscription, allows teachers to send emails to students and parents of students enrolled in their classes

Upon completion of registration, Subscriber will be assigned a unique URL. The person who completes the registration and purchases the Services is the initial "Administrator". The Administrator will determine initial account members and set member permissions. The Administrator may assign another member as an additional or successor Administrator.

3.0 Responsibilities of Subscriber:

3.1 Registration. Subscriber agrees to complete registration by providing information as follows:

1. The co-op director's name, phone number, and a valid email address
2. The entity's complete legal name and physical address
3. The Administrator's name, phone number, and a valid email address
4. Submit payment for first year's service through PayPal or check mailed to: eCoops, PO Box 583, Anna, TX 75409
5. To use the Services, Subscriber and Subscriber's members must have a connection to the World Wide Web and provide any equipment necessary to make this connection. The Services are usually accessible worldwide but all locations may not have access.

3.2 Service Start Date:

Services will begin upon verification of registration information and receipt of first payment plus additional charges, if any.

3.3 Payment. Subscriber agrees to promptly pay eCoops™ any fees pertaining to this Agreement.

Late Fee Policy

- Accounts with a balance due in July will be assessed a late fee of 10% of balance due.
- In August, accounts with a balance due will be blocked from online access. If the balance due (including late fee) is paid by the end of August, the account will be restored to full online access with no loss of data.
- Accounts with a balance due as of September 1st will be deleted from eCoops'™ system and it will not be possible to restore the lost data.

3.4 Term of Service:

Subscriber agrees to a twelve (12) month (June - May) contractual term of service ("Term"). First payment will be prorated beginning the first full month Subscriber's Services begin. Services added after the initial subscription will be prorated at the discretion of eCoops™.

3.5 Renewal of Service:

Services will automatically renew for successive twelve month Terms unless cancelled in writing by Subscriber at least thirty (30) days prior to the end of the Term renewal date. Renewal prices are subject to change. Renewal of Services by Subscriber indicates agreement to any price changes. Renewal fees for the following Term will be automatically invoiced to Subscriber's account.

3.6 Subscriber's Information Content:

eCoops™ will exercise no control whatsoever over the content of the information passing through the network, email, or website. However, eCoops™ and its designee have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Services.

3.7 Trademarks:

Subscriber warrants that Subscriber has the right to use any applicable trademarks or copyrighted materials that Subscriber integrates or uses in connection with these Services.

4.1 Termination of Service:

eCoops™ may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement, including Section 3.3, upon receipt of written notice from eCoops™ of said failure, 2) appointment of Receiver or the filing of any application by Subscriber seeking relief from creditors, 3) upon mutual agreement in writing by eCoops™ and Subscriber.

Termination of service DOES NOT entitle Subscriber to a refund. In the event of extenuating circumstances (determined at the sole discretion of eCoops™) the refund policy may be reconsidered.

5.0 System and Network Security:

Subscriber understand that eCoops™ uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. Also since use of the Services may involve transmissions over various networks and need to adapt to technical requirements of connecting networks, Subscriber's Content may be transferred unencrypted.

Violations of system or network security or integrity by users are strictly prohibited, and may result in criminal or civil liability. Examples include, but are not limited to: unauthorized access, use, probe, or scan of any eCoops™ system, security, authentication measures, data or traffic; interference with

service to any User, host or network, mail bombing, flooding, or attempts to overload a system or broadcast attacks . Subscriber or Subscriber Users shall not engage in forging of any TCP-IP packet header, email headers, or any other information provided or passed through eCoops™ Systems or Network at any time.

Subscriber is responsible for maintaining the security of Subscriber's account and password. eCoops™ will not be liable for any loss or damage from Subscriber's failure to comply with this security obligation.

5.1 Backup and Storage:

The nature of Subscriber's data and backups is that they are stored on impermanent physical media which are subject to degradation and technological change. eCoops™ will make every effort to continually transfer or upgrade storage devices and media in order to fulfill its obligations under this agreement. eCoops™ reserves the right to transfer and upgrade all media and backups as it sees fit unless otherwise agreed upon in the Specifications.

All database backup and storage is performed at least weekly. eCoops™ is not responsible for loss of data or absence of a backup between the time a backup starts and the next scheduled backup. The type of backup performed will also dictate the availability of restorable media, restore points, "snapshots", or any other data backup or storage requirement that may be needed by the Subscriber at any given time. Files uploaded to eCoops™ will NOT be a part of the regular backup process and the Subscriber is responsible for maintaining backup copies of these files.

6.0 Breach of Agreement:

6.1 Misuse of System Resources:

It is a violation for anyone who, including but not limited to, employs posts or programs that consume excessive server resources or storage space; or resells access to services installed on eCoops™ servers. eCoops™ reserves the right to immediately and without notice to the User, terminate or delete any service or file that uses a disproportionate amount of any system resources.

If Subscriber's bandwidth or storage use significantly exceeds the amount agreed upon in this Agreement as written on the Signature Page or exceeds the average usage (as determined solely by eCoops™), we reserve the right to either (a.) charge an additional fee payable immediate or (b.) to immediately disable Subscriber's account until Subscriber can reduce Subscriber's bandwidth and/or storage use.

6.2 Limitations to Rights and License:

At no time will Subscriber hold title to or ownership of any of the Hosted Services or Materials provided to Subscriber during the term of this Agreement. Subscriber shall have no right to use the Services for any other purpose, implied or otherwise, unless defined in the Specifications.

6.3 Potentially Tortious or Illegal Conduct:

eCoops™ Services may only be used only for lawful purposes. The following shall be construed as violations of this Agreement and may result in suspension or deletion of Subscriber's Users' account or in Termination of this Agreement.

1. Publish, post, upload, distribute or disseminate any inappropriate, profane, derogatory, defamatory, infringing, improper, obscene, indecent or unlawful topic, name, material or information..
2. Upload files that contain software or other material protected by intellectual property laws or by rights of privacy of publicity unless Subscriber own or control such rights or have received all necessary consents.
3. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
4. Conduct or forward chain letters or pyramid schemes.
5. Download for distribution in any manner any file posted by another user that Subscriber know, or reasonably should know, cannot be legally distributed in such manner.
6. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
7. Falsify or delete any author attributions, legal or other proper notices, proprietary designations, labels of the origin, source of software or other material contained in a file that is uploaded.
8. Falsifying any User information provided to eCoops™ or to other Users of the service in connection with the use of an eCoops™ service.
9. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, or material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Non-acceptable content or links may include, but are not limited to: Pirated software, malicious Hackers' programs or archives, Warez, Irc Bots, Chat Sites/Servers, Pornography and Adult Content, TGP, or any other file or media deemed by eCoops™ to be illegal or for which Subscriber or Subscriber's users do not have the legal right to use, post, or otherwise store on eCoops™ servers.
10. No one shall post defamatory, scandalous, or private information about a person without their consent or with intention to inflict emotional distress, or post any information that violates any rightful trademarks, copyrights, or other intellectual property rights.
11. Sending unsolicited email messages ("Spam") from or through eCoops™'s servers, including, without limitation, commercial advertising or informational announcements, shall be prohibited. eCoops™ reserves the right to terminate this Agreement and any other accounts under Subscriber's account if eCoops™ determines that unsolicited mass email has occurred or if eCoops™ receives complaints that unsolicited email messages have been sent from Subscriber's account.
12. Engaging in any of the foregoing activities using the service of another provider, but channeling such activities through an eCoops™-provided server, or using an eCoops™-provided service as a mail drop for responses.
13. Any unauthorized distribution or copying of copyrighted material, violations of U.S. export restrictions, harassment, fraud, dealing in contraband, and other illegal activities, or dealing in content and material that has been deemed illegal in the User's community, state, province, or municipality.

6.4 Proprietary Information:

Proprietary information exchanged hereunder shall be treated as such by Subscriber. This information shall include, but is not limited to, the provisions of this Agreement, product and services information, materials, software, code, pricing, or any other materials transmitted to Subscriber under this Agreement. Subscriber agree not to (a) decompose, disassemble, decode, or otherwise reverse engineer any eCoops™ program, code, or technology installed or delivered to Subscriber or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfillment of this Agreement; (c) sublicense or allow use of any materials or use of any provided services to any third party without written permission from eCoops™; (d) use any Materials or Services in any way not intended or expressly provided for by this Agreement.

The content and design of the Services is copyrighted (c)2007, 2008 by eCoops™. All rights reserved. Subscriber may not duplicate, copy, or reuse any portion of the HTML/JSP/CSS or visual design elements without written permission from eCoops™.

7.0 Warranties:

eCoops™ makes no warranties or representations of any kind, whether expressed or implied, for the Service it is providing. eCoops™ also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or due to errors or omissions of Subscriber. Use of any information obtained by way of eCoops™ is at Subscriber's own risk, and eCoops™ specifically denies any responsibility for the accuracy or quality of information obtained through its Services. Connection speed represents the speed of an end-to-end connection. eCoops™ does not represent guarantees of speed or availability of end-to-end connections. eCoops™ expressly limits its damages to Subscriber for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. eCoops™ specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

8.0 Transfer of Agreement:

Subscriber may not assign or transfer this Agreement, in whole or in part, without the prior written consent of eCoops™.

9.0 Disputes:

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

10.0 Indemnification:

Subscriber shall indemnify and hold eCoops™ harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against eCoops™ directly or indirectly arising from or in connection with Subscriber's marketing or Support Services of the product

or Services or the unauthorized representation of the product and Services or any breach of this Agreement by Subscriber.

11.0 General:

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This agreement and any disputes arising hereunder shall be governed by the laws of the State of Texas. A failure by any party to exercise or any delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

eCoops™ reserves the right to update and change the Terms of Service from time to time with notice. Continued use of the Services after any such changes shall constitute Subscriber's consent to such changes. It is Subscriber's responsibility to review the most current version of the Terms of Service.