



## CONTRACT HOSTING LICENSE ADDENDUM FOR LEARNING TO WRITE PRODUCTS

This is a contract hosting agreement made by and between MEIER Enterprises, Inc. ("MEIER"), and Name \_\_\_\_\_ Address \_\_\_\_\_ hereinafter referred to as ("Licensee").

WHEREAS, MEIER has certain proprietary compiled information more particularly described in the End User License Agreement for Learning To Write Products and incorporated herein by reference ("Products");

NOW, THEREFORE in consideration of the foregoing and in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties hereto as follows:

### 1. Expiration and Termination

- a) The term of this Agreement shall commence as of the day and year set forth below and shall continue in force for one (1) year. This Agreement shall be automatically renewed annually thereafter unless either party delivers to the other written notice of the termination not less than ninety (90) days prior to the expiration of the initial, or any, renewal period.
- b) MEIER may terminate this Agreement immediately if Licensee enters into liquidation, whether compulsory or voluntary or has a receiver appointed for all or part of its assets or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
- c) MEIER may terminate this Agreement upon ten (10) days written notice if Reseller shall fail to make any payment required hereunder when due unless such payment is made within such ten-day period.
- d) MEIER may terminate this Agreement upon thirty (30) days written notice for any material breach of this Agreement by Licensee unless such breach is cured within such thirty-day period.
- e) Termination or expiration of this Agreement shall not relieve Licensee of its then accrued payment obligations under this Agreement and shall not relieve either party of its obligations relating to confidentiality.
- f) The rights and remedies provided to the parties in this Section shall not be exclusive and are in addition to any of the other rights provided by this Agreement or by law.
- g) Reseller shall not have any right to any indemnity or payment of compensation or damages in the event of termination of this Agreement.



## 2. Assignability

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party hereto.

## 3. Notices

All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery, or sent by airmail, postage prepaid, addressed to the parties at their respective address hereinabove set forth, or to such other address or addresses as either party may later specify by written notice to the other.

## 4. Severability

If any provisions of this Agreement shall be held to be contrary to law or public policy, the remaining provisions shall remain in full force and effect.

## 5. Products

Learning To Write

## 6. Prices and Taxes

The cost of Learning To Write is based on the number of user seats for a contract period of one year and is referred to as the Contract Hosting Rate. Contract Hosting Rates are subject to change.

### Contract Hosting Rates

Number of Users	Year Cost
10	\$38.00
11 - 35	\$36.00
35 - 70	\$34.00
71 - 250	\$30.00
251+	Negotiable

Unless otherwise agreed, the prices listed in Contract Hosting Rates are exclusive of any taxes, however designated or levied against the sale, delivery or use of the products.



## 7. Additional Services

Rates for additional services are subject to change.

### Additional Services Rates

Phone Support	\$85.00 per hour
Conference Call Training (2hr.)	\$349.00
On Site Training	Call

Unless otherwise agreed, the prices listed in Additional Services Rates are exclusive of any taxes, however designated or levied against the sale, delivery or use of Additional Services.

## 8. Payment Calculation

Licensee requests the use of \_\_\_\_\_ user seats at the rate of \$ \_\_\_\_\_ USD for the First Year of use. Licensee furthermore request the following services:

Service	Rate
_____	_____ ;
_____	_____ ;
_____	_____ ;

The total for requested services being \$ \_\_\_\_\_ USD.

## 9. Payment Terms

Payment is due within 30 days. Should any payment required hereunder become past due, Reseller agrees to pay a late charge at a rate of 1.5% per month, along with the cost of collection, if any, including, but not limited to, reasonable attorney's fees. Late charges will be calculated from the payment due date to the date payment is received.

### Licensee

Name \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

### MEIER Enterprises, Inc. (Licensor)

\_\_\_\_\_ Date \_\_\_\_\_  
Steve Anderson, Program Manager