



Educational Directories Unlimited

1350 Edgmont Ave. Suite 1100
Chester PA 19013

www.EDUdirectories.com
ph. 1-484-766-2900 fx. 1-610-499-9205

Thank you for your interest in partnering with Educational Directories Unlimited, Inc.

Please review and complete the following agreement and mail it to this address:

Educational Directories Unlimited, Inc.
C/O Melissa Mitchell
1350 Edgmont Avenue
Suite 1100
Chester, PA 19013-3934

We will review it promptly and contact you. In order to facilitate this process, please include this cover sheet with your contact information:

Name: _____
Company: _____
Website URL: _____
Address: _____

Phone: _____
E-mail: _____

The following is an Agreement by and between _____ (“AFFILIATE”) and Educational Directories Unlimited, Inc. (“EDU”) to include EDU content in self-contained on-line pages which can be accessed from the AFFILIATE’S website(s) on the World Wide Web.

AFFILIATE and EDU agree that:

1. AFFILIATE may impose their own site’s design, navigational and content decisions on the co-brand versions of EDU content. EDU/AFFILIATE (“CO-BRANDED”) pages would therefore feature the look and feel of the AFFILIATE’S website.

EDU will be responsible for hosting and maintaining the CO-BRANDED content pages. The AFFILIATE will be responsible for hosting and maintaining navigational pages. EDU will make every reasonable effort to make the pages available to AFFILIATE customers twenty-four (24) hours a day, with a performance objective to function 99.5% of the time.

2. EDU and AFFILIATE agree that the following EDU tools and resources will be included in the CO-BRANDED pages: Directories and listings containing information about study abroad and/or graduate school programs, launched from the following URLs:

http://www.gradschools.com/free_search.html

<http://www.studyabroad.com/Simplehtml/white/search.html>

3. This is a no-revenue relationship. EDU will waive all set up and maintenance fees. There are no monies due from AFFILIATE for the services to be provided by EDU under this Agreement. EDU's total and complete consideration for performance under this Agreement is exposure of the EDU content to AFFILIATE'S users. EDU acknowledges that the AFFILIATE may generate revenue from advertising/sponsorship of the CO-BRANDED page and expects no portion of this revenue.

4. Neither party shall create, publish, distribute or permit any written material which makes reference to the other party, without first submitting to the other party such material and receiving the prior written consent of such party, which is not to be unreasonably withheld or delayed. Neither party will make announcements or statements to the public or any third party concerning the relationship between them or the transactions described in the Agreement without prior written consent of the other, which is not to be unreasonably withheld or delayed.

5. Either party reserves the right to cancel this Agreement for any reason with thirty (30) days written notice.

6. AFFILIATE and EDU will indemnify and hold the other harmless from and against any and all claims, liabilities, or damages, arising from their respective acts and advice relating to any services covered by Agreement, including reasonable costs of litigation and reasonable attorney fees. In no event shall either party be liable for any claim, loss or damages caused or alleged to be caused by information supplied by the other party. Each party makes no warranty, expressed or implied, as to the quality, completeness or fitness for any purpose of any information it supplies. Neither party shall be liable for consequential or incidental damages or for circumstances beyond such party's reasonable control.

Further, both parties warrant and represent that none of their content infringes upon the trademarks, trade secrets or intellectual property rights of any other entity. Each party will indemnify and hold the other harmless from and against any and all claims, liabilities, or damages, arising from its breach of the above warranties and representations.

In actions unrelated to third party infringement and intentional, willful or grossly negligent conduct, neither parties' liability for any cause, action or claim related to this Agreement will exceed \$1,000.

7. AFFILIATE acknowledges that EDU owns all Intellectual Property Rights in and to the EDU content and that EDU shall retain all such rights under this agreement. Nothing in this agreement shall transfer, assign or set over to AFFILIATE any of EDU's title and/or ownership rights.

8. Each party owns and shall retain all right, title and interest in its names, logos, trademarks and service marks, copyrights, proprietary features and proprietary technology, and neither party shall copy, distribute, reproduce or use the above proprietary items except as expressly permitted under this Agreement.

9. If AFFILIATE, the AFFILIATE web site or EDU shall cease to exist this Agreement shall automatically terminate.

10. This Agreement sets forth the entire understanding between the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be modified only in written agreement signed by both parties. This Agreement will be interpreted under the laws Pennsylvania.

11. Any notices or demands which shall be required to be given to either party shall be in writing and shall be delivered by United States mail, registered or certified or by reliable overnight courier to the addressees listed below:

EDU: Educational Directories Unlimited, Inc.
1350 Edgmont Avenue
University Technology Park II
Suite 1100
Chester, PA 19013

AFFILIATE:

Accepted by:

Name

Title

Date

Accepted by:

Name

Title

Date