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modify, adapt, alter, translate, or create derivative works from the Products; (ii) work around any technical limitations in the Products, use any tool to enable features or functionalities that are otherwise disabled in the Products, or decompile, disassemble, or otherwise reverse engineer the Products except as otherwise permitted by applicable law; (iii) perform or attempt to perform any actions that would interfere with the proper working of the Products or Services, prevent access to or the use of the Products or Services by PRO-ED's other licensees or customers, or impose an unreasonable or disproportionately large load on PRO-ED's infrastructure; (iv) remove or alter any PRO-ED copyright notice as shown on the Products; or (v) otherwise use the Products except as expressly allowed under this Section. This Agreement does not grant you any rights to use the trademarks and service marks of PRO-ED.

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Online Privacy and Protection Act ("COPPA"). By submitting or providing us access to student PII, you agree that PRO-ED is a "school official" and may use the student PII solely for the purposes of (i) providing the Products and Services, (ii) improving and developing our Products and Services, (iii) enforcing our rights under this Agreement, and (iv) as permitted with the school's consent. You also agree that PRO-ED may provide information about new PRO-ED features and offerings to school or district users and teachers from time to time, provided that such advertisements shall not be based on student PII. PRO-ED shall not use student PII to engage in targeted advertising, nor shall PRO-Ed direct advertising to student users.

- 5. License Access Information and Account Data. You are solely responsible for: (i) maintaining the confidentiality and security of your login information, and any other security or access information, used by you to access the Products and Services ("account information")); and (ii) preventing unauthorized access to any User Data. You are responsible for providing access and assigning passwords to other authorized users (e.g., students; teachers; patients) under your account for the Products and Services and ensuring that such authorized users comply with this Agreement. PRO-ED assumes that any communications it receives through the Products or Services or otherwise were sent or authorized by you. You agree to immediately notify PRO-ED in writing at testproduct@proedinc.com if you become aware of any loss, theft or unauthorized use, disclosure or access to of any User Data. PRO-ED reserves the right to deny you access to the Products or Services or User Data (or any part thereof) if PRO-ED reasonably believes that any loss, theft or unauthorized use, disclosure of or access to User Data has occurred. You must inform PRO-ED of, and hereby grant to PRO-ED permission to use Submitted Data and your account information to enable PRO-ED to provide the Products and Services to you, including communicating with you by email or phone, updating and maintaining your account information included in any User Data, addressing errors or service interruptions, and to enhance the types of data and services PRO-ED may provide to you in the future. You also grant PRO-ED permission to combine your account information included in the User Data with that of others in a way that does not identify you or any individual personally, to improve the Products and Services.
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Restrictions on Use. You may not use any of the Products and Service for any illegal purpose or in any manner inconsistent with this License Agreement. You agree to use the Products and Services solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

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Educational Use: For Products and Services used in a K-12 or Post-Secondary school, the Products and Services shall only be used by authorized individuals for educational purposes, and in compliance with the Family Educational Rights and Privacy Act (FERPA) and applicable state education law and regulations. As stated above in such instances, PRO-ED is providing any Products and Services pursuant to an agreement with the school or teacher authorized to enter into this agreement for the school as a "school official" under FERPA for legitimate educational purposes.

Health Care Professional Use: For Products and Services that are used by health care professionals who are subject to the Health Insurance Portability and Accountability Act (HIPAA), the Products and Services shall only be used by licensed medical professionals. For those licensed medical professionals that are subject to HIPAA, you represent and warrant that you are a "covered entity" subject to HIPAA, agree to comply with HIPAA and agree to enter into a "Business Associate Agreement" as required by HIPAA with PRO-ED. In entering into this License Agreement in such instances, you understand that you and PRO-ED will enter into a Business Associate Agreement that is incorporated herein by reference as applicable (click here to access the Business Associate Agreement). You should also understand that Submitted Data that may arise from your use of the Products and Services is stored by PRO-ED with a HIPAA compliant cloud vendor.

Additional Restrictions: You may not: (a) publish the results of benchmark tests of any Product, or use any Product and Service in any manner which is competitive with services provided by PRO-ED; (b) knowingly use or permit any others to use any Products and Services of PRO-ED in connection with any effort that the you know seeks to breach the security or confidentiality of any Product; (c) use the Products and Services in a manner contrary to the educational or health care or other related purpose of the Products and Services, such as by posting answers to test or assessment questions provided through the Products; (d) upload, post, or otherwise transmit through, to or otherwise using the Products and Services, any content that contains any malware, viruses, spyware, worms, or other malicious code or files; (e) disrupt the normal flow of communication in the Products and Services or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the Products and Services; (f) interfere with or disrupt the Products and Services, including servers or networks connected to the Products and Services, or (g) otherwise use the Products and Services in violation of this License Agreement.

8. Privacy: PRO-ED understands the importance of protecting PII" that may be provided to us by teachers, other educational professionals, parents, health care and other qualified professionals when using our Products and Services and we are committed to protecting your PII, student PII and individual Protected Health Information ("PHI"). Please read our applicable Privacy Policy to understand our privacy practices. You should also understand that User Data is subject to the PRO-ED Privacy Policy. By agreeing to this License Agreement, you represent that you have reviewed the Privacy Policy and have no objection to the policy as stated and find the policies meet the minimum standards you require about the types of Submitted Data you will be sending PRO-ED.

- 9. PRO-ED's Use of User Data and Feedback. PRO-ED may, from time to time anonymize or psuedonymize User Data so that it constitutes De-Identified Information, as that term is defined in FERPA and HIPAA. PRO-ED will only use De-Identified Information for lawful purposes including, but not limited to, performing quality assurance, research, and test development. PRO-ED may de-Identify information to develop, evaluate, and provide improved educational Products and Services, as permitted by HIPAA and FERPA. PRO-ED will not re-identify De-Identified information.
- **Amendment.** PRO-ED shall have the right to change or add to the terms of its License Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Products and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means PRO-ED determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Products and Services or on any PRO-ED sponsored web site. Any use of the Products and Services by Licensee after PRO-ED's publication of any such changes shall constitute your acceptance of this Agreement as modified.
- **11.** Compliance with Laws. You agree to comply with all applicable laws in connection with the use of the Products and Services.
- **Your Representations and Warranties.** You represent and warrant that you possess the legal right and ability to agree to this License Agreement on behalf of you and your organization (including any other users of the Products within your organization).
- 13. <u>Indemnification.</u> You agree that you will defend, indemnify and hold PRO-ED harmless against any claim arising out of or related to your (a) breach or alleged breach of this License Agreement and/or any use of the Products and Services; (b) gross negligence; or (c) willful misconduct.
- 14. **DISCLAIMER OF WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT RESIDES WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PRO-ED HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PRO-ED DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCTS, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS AND SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PRO-ED OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PRODUCTS PROVE DEFECTIVE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- **15.** <u>LIMITATION OF LIABILITY.</u> YOUR USE OF THE PRODUCTS AND SERVICES ARE ENTIRELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCE WILL PRO-ED, ITS AGENTS, LICENSORS, OR

SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE PRODUCTS AND SERVICES TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROED, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HAVE LEGISLATION THAT RESTRICTS THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 16. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this License Agreement or the Products and Services provided hereunder shall be instituted exclusively in the state or federal courts of the United States located in Austin, Texas, and each party irrevocably submits to the personal jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail or hand deliver to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 17. Export Law Assurances. You may not use or otherwise export or re-export the Products except as authorized by United States law and laws of the jurisdiction in which the Products was obtained. But without limitation, the Products may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (including without limitation Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria) or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Products, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
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SCHEDULE "A"

PRODUCT AND SERVICE DESCRIPTION SHEET

February 15, 2021

The following information describes Products and Services that can be purchased from PRO-ED, Inc. You understand that when you purchase a Product or Service from PRO-ED, Inc. the following descriptions, terms and other details apply to your purchase. This is referred to as the "Product and Service Description Sheet" or "PSDS." This Schedule "A" is incorporated by reference into the End User License Agreement and any invoice or purchase order that you receive from PRO-ED related to your purchase of any of our Products or Services. This PSDS will control with regard to specific Product and Service details. This PSDS may be updated periodically by PRO-ED to reflect additional or revised Products and Services, and/or to revise features or other portions of the description.

Product Number	Product Name	No. of Administrations	Number of Seats	Term
14800	An Advanced Deview of Cheech Language Detheless	12	1	4.400
	An Advanced Review of Speech Language-Pathology Textbook and access to Online Practice Exams	12	1	1 year
14801	An Advanced Review of Speech Language Pathology Textbook and access to Online Practice Exams E-Book	12	1	1 year
14960	BERS-3 Complete Kit	25 TRS, 25 PRS, 25 YRS		
14962	BERS-3 Teacher Rating Scale	25		
14963	BERS-3 Parent Rating Scale	25		
14964	BERS-3 Youth Rating Scale	25		
14311	CAS2 Base Online Scoring and Report System		5	1 year
14321	CAS2 Online Scoring and Report System (add-on 5 Users License)		5	1year
14313	CAS2 Online Scoring and Report System Annual Renewal		5	1 year
14314	CAS2 Online Scoring and Report System Combo Kit with case		5	1 year
14314	CAS2 Online Scoring and Report System Combo Kit without case		5	1 year
14254	CIPSI: 25 Student Licenses + 25 Test Booklets	25		
14259	CIPSI: 100 Student Licenses	100		
14935	CMAT-2 Kit	25		
14938	CMAT-2 Examiner Record Booklet – Form A	25		
14941	CMAT-2 Examiner Record Booklet – Form B	25		
14601	Edmark Reading Program, Second Edition: Online Version		1	September 1 – August 31
14605	Edmark Reading Program, Second Edition: Online Version		5	September 1 – August 31
14610	Edmark Reading Program, Second Edition: Online Version		10	September 1 – August 31
14625	Edmark Reading Program, Second Edition: Online Version		25	September 1 – August 31
12010	DAVC 2 Online Cooking and Depart Criston		-	4.000
13849	DAYC-2 Online Scoring and Report System		5	1 year
13850	DAYC-2 Online Scoring and Report System (Additional 5 user license)		5	1 year
13851	DAYC-2 Online Scoring and Report System (Annual Renewal: 5 user license)		5	1 year
14590	DTLA-5 Complete Kit	25		
14594	DTLA-5 Examiner Record Booklets	25		
14915	DTVP-A:2 Kit	25		

14919	DTVP-A:2 Examiner Record Form	25		
20216	Environmental Print Interactive Assessment		whole class	
13200	Early SB-5 Complete Kit and Online Scoring and Report System Combo		5	1 year
14291	Guide to Analysis of Language Transcripts, 4E		1	2 years
14293	Guide to Analysis of Language Transcripts, 4E E-Book		1	2 years
	,			,
14515	IDA-2 Complete Kit	25		
14519	IDA-2 Record Form (English)	25		
14489	IDA-2 Record Form (Spanish)	25		
14973	KLST-3 Examiner Record Form	50		
14973E	KLST-3 Electronic Examiner Record Form	50		
4.4700	Introduction to Communication Discardore EE		4	0.110.000
14732 14733	Introduction to Communication Disorders, 5E Introduction to Communication Disorders, 5E E-Book		1	2 years
14733	Introduction to Communication Disorders, 5E E-Book		1	2 years
40002	Logemann's Evaluation and Treatment of Swallowing Disorders, 3E		1	2 years
40002E	Logemann's Evaluation and Treatment of Swallowing Disorders, 3E E-Book		1	2 years
14786	Nelson Denny Reading Test Forms I & J Online Administration, Scoring and Report System	50		
14787	Nelson Denny Reading Test Forms I & J Additional Online Administration- Add on for complete Kit	50		
13767	PDMS-2 Online Scoring and Report System (1 st Year)		5	1 year
13768	PDMS-2 Online Scoring and Report System (1 Tear) PDMS-2 Online Scoring and Report System (add on 5 user license)		5	1 year
13769	PDMS-2 Online Scoring and Report System Annual Renewal (5 user)		5	1 year
12001	PDMS-2 Print/Online Scoring and Report System Combo Kit		5	1 year
12002	PDMS-2 Print/Online Scoring and Report System Combo Test Kit		5	1 year
14460	SB-5 Complete Kit and Online Scoring and Report System Combo		5	1 year
14461	SB-5 Complete Kit with Interpretive Manual and Online Scoring and Report System Combo		5	1 year
14462	SB-5 Online Scoring and Report System (1 st year)		5	1 year
14463 14464	SB-5 Online Scoring and Report System (Add-on 5 user) SB-5 Online Scoring and Report System (Annual 5 user Renewal)		5 5	1 year 1 year
14901	Reading Milestones Interactive – 1 seat	1		September 1 – August 31
14905	Reading Milestones Interactive – 5 seats	5		September 1 – August 31
14910	Reading Milestones Interactive – 10 seats	10		September 1 – August 31
14925	Reading Milestones Interactive – 25 seats	25		September 1 – August 31
14244	RFVII:3 Complete Kit	25		
14224	RFVII:3 100 Seats Online Access	100		
14645	TELD-4 Complete Kit	25		
14648	TELD-4 Examiner Record Booklets Form A	25		
14649	TELD-4 Examiner Record Booklets Form B	25		
14635	TERA-4 Complete Kit	25		
14638	TERA-4 Examiner Record Booklets Form A	25		
14639	TERA-4 Examiner Record Booklets Form B	25		
14587	TOC-2 Student Response Booklet	25		
14050	TOLD I/E Complete Kit	25		
14850 14853	TOLD-I:5 Complete Kit TOLD-I:4 Examiner Record Booklets	25 25		
14000	TOLD-1.4 EXAMINE NECOLU DOOKIEIS	20		

14810	TOLD-P:5 Complete Kit	25		
14813	TOLD-P:5 Examiner Record Booklets	25		
14898	TPI-3 Online Version	25		
14899	TPI-3 Online Version Additional Uses	25		
14864	TPI-3 Print and Online Combo Kit	25		
13062	TWF-3: CA Base System	30		
14249	TWF-3: CA Base System Upgrade for Existing print customers	25		
13063	TWF-3: CA Additional Administrations (available with prior or	25		
	concurrent purchase of product #13062 above)			
14442	UNIT2 Online Scoring and Report System (1st Year)		5	1 year
14443	UNIT2 Online Scoring and Report System (add-on 5 user		5	1 year
	license)			
14444	UNIT2 Online Scoring and Report System annual renewal		5	1 year
14418	UNIT2 Online Scoring and Report System Combo Kit with case		5	1 year
14438	UNIT2 Online Scoring and Report System Combo Kit without		5	1 year
	case			