## PRO-ED, INC. END USER LICENSE AGREEMENT July 18, 2022

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PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE PRO-ED PRODUCTS AND SERVICES. OUR PRODUCTS AND SERVICES ARE INTENDED TO BE USED IN K-12 SCHOOLS, BY PARENTS/GUARDIANS FOR HOME SCHOOL STUDENTS, BY HEALTH CARE PROFESSIONALS FOR RELATED EDUCATIONAL AND SPECIAL EDUCATION PURPOSES, AND BY OTHER PROFESSIONALS THAT ARE QUALIFIED TO USE OUR TESTING AND RELATED PRODUCTS AND SERVICES.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INCLUDED IN THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS LICENSE AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE INSTALLATION OR ACCESS PROCESS WILL NOT CONTINUE. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A SCHOOL, HEALTH CARE ORGANIZATION, OR OTHER ORGANIZATION OR ENTITY, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO BIND THAT ORGANIZATION OR ENTITY TO THIS LICENSE AGREEMENT. BY ACCEPTING THESE TERMS, YOU REPRESENT YOU ARE AT LEAST 18 YEARS OF AGE.

PRO-ED may license certain products and services or portions thereof from others ("licensors"). In such instances, PRO-ED's licensors refers to any individual, organization, or third party(ies) licensing all or any portion of the Products and Services to PRO-ED. This License is specifically intended for the benefit of PRO-ED and any PRO-ED licensors.

The following are the terms and conditions to which you agree of this Agreement:

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- 2. <u>Copyright</u>. The Products and Services are owned by PRO-ED, its licensors or its suppliers, and are protected by copyright laws and international treaties. You may not copy the Products other than as expressly provided in this License. You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Products, or use any part of the Products for any use other than that for which it was supplied by PRO-ED, unless specifically authorized by PRO-ED. You may not: (i) 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.

- 3. <u>License Term.</u> This License shall remain effective as applicable for the number of uses, tests and scoring administrations, user seats, and/or for the subscription period as specified in Schedule "A" for the corresponding Product and/or Services you purchased and as evidenced in the order confirmation(s) and invoice(s) you receive, which shall be incorporated by reference as part of this License. You may terminate this License at any time by contacting PRO-ED at the email address <a href="mailto:privacy@proedinc.com">privacy@proedinc.com</a> and indicating your desire to terminate the license. If you terminate the License, you must delete or otherwise destroy any manuals, Products or desktop icons, if any, you may have downloaded as part of the Products and cease all use of the Services. No refund shall be given to you in the event that you terminate the License prior to its scheduled term once you have activated the Products. This License will also automatically terminate if you fail to comply with any term or condition of this License or if you fail to pay your license fee. You agree that PRO-ED also may, at its sole discretion, temporarily or permanently terminate the License for any reason with prior notice to you. Provisions which, by their nature, should remain in effect beyond termination of this License Agreement shall survive.
- 4. Grant of Rights in Submitted Data and User Data: By providing any data, files, records, student information, patient information, records or data into the Products or Services or otherwise to PRO-ED (collectively "Submitted Data") and utilizing the Products and Services that generate additional data by PRO-ED (e.g. test scores, related score reports, and progress reports) (collectively the "Generated Data") (Submitted Data and Generated Data being separately and collectively the "User Data"), you grant PRO-ED a royalty free, non-exclusive, transferrable, sublicensable, worldwide license to use the User Data for the purposes contemplated under this License Agreement as well as the documentation and functionality of the Products and Services. You acknowledge and agree that PRO-ED may use and disclose User Data to provide maintenance and support for the Products and Services. PRO-ED does not claim ownership of Submitted Data and retains only those rights in Submitted Data reasonably necessary or otherwise required to provide the Products and Services, and as otherwise contemplated under this License Agreement and associated PRO-ED documentation.

By providing the Submitted Data, you represent and warrant that you own such Submitted Data (including intellectual property rights therein), or that you have obtained all required consents and/or authorization under applicable laws to use and disclose the Submitted Data. YOU ARE SOLELY RESPONSIBLE FOR OBTAINING ALL LEGALLY REQUIRED CONSENTS AND/OR AUTHORIZATIONS FROM TEST TAKERS AND ANY OTHER USERS OF THE PRODUCTS OR SERVICES; AND YOU RELEASE PROED FROM ANY CLAIM, ACTION, PENALTY OR LIABILITY RELATING TO ANY FAILURE TO OBTAIN REQUIRED CONSENT AND/OR AUTHORIZATION, INCLUDING ATTORNEY'S FEES AND EXPENSES.

Student PII: If you are using any of our Products or Services on behalf of a school, you represent and warrant that you have provided appropriate disclosures to your school and to parents regarding your sharing of any student personally identifiable information ("PII") with PRO-ED. PRO-ED relies on each school to obtain and provide appropriate consent and disclosures for PRO-ED to collect any student PII, including the collection of student PII directly from students under 13 as permitted by the Children's Online Privacy and Protection Act ("COPPA"). By submitting or providing us access to student PII, you agree that PRO-ED is a "school official" as defined by the Family Educational Rights and Privacy Act ("FERPA") 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 engage in any 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 promptly notify PRO-ED in writing at privacy@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.
- 6. Products/Services Retention, Changes, and Maintenance. You are responsible for exporting User Data (e.g., download data if your system allows or print a report) as applicable within the time periods in Schedule A for each Product or Service or as specified in notices that we will provide you during activation or use of the Product and Services. PRO-ED will only retain User Data during the license term and reserves the right to delete User Data after the expiration of such license and will provide you notice of applicable retention periods. PRO-ED will not be able to recover User Data once it is deleted. You may export User Data at any point throughout the term of the subscription; however, depending on the access you are allowed to the Product or Service by your organization or institution, you may only be able to download certain User Data (e.g., for Edmark Reading Program Online administrators may download all User Data, teachers may only download their students' data). We may provide notice in one or more of the following ways: (i) when you receive the initial email to access your Products and Services; (ii) each time you log into the site for the Product or Service; and/or (iii) in a documentation we provide to you on how to end your subscription. PRO-ED shall have the right, in its sole discretion and with reasonable notice posted on the Products and/or Services site and/or sent to your email address provided in the registration form for each Product or Service to revise, update, or otherwise modify the Products or Services and establish or change terms concerning use of the Products and Services, temporarily or permanently, including but not limited to (i) the amount of storage space you have for the Products and User Data at any time, and (ii) the number of times (and the maximum duration for which) you may access the Products and/or Services in a given period of time. PRO-ED reserves the right to make any such changes effective immediately to maintain the security of the system or User Data. to comply with applicable laws or regulations, and to provide you with electronic or written notice within thirty (30) calendar days after such change. You may reject changes by discontinuing use of the Products and Services to which such changes relate. Your continued use of the Products and Services will constitute Licensee's acceptance of and agreement to such changes. For details about our refund policy. please contact PRO-ED Customer Service at 800-897-3202. PRO-ED may, from time to time, perform maintenance upon the Products and Services resulting in interrupted service, delays or errors in the

Products and Services. PRO-ED will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

**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.

Permitted Use: You have our permission to print a reasonable number of copies of any output reports or curricula materials associated with the Product for noncommercial personal or classroom/clinical use, provided that any copies you print continue to show all originally included notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the license set forth in this Agreement, in **Schedule "A"** and in any order confirmation or invoice.

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 legitimate educational purposes, and in compliance with the Family Educational Rights and Privacy Act (FERPA) and applicable state education law and regulations. 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"). You 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 agree

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.
- DISCLAIMER OF WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF 14. 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. LIMITATION OF LIABILITY. 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 PRO-ED, 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.
- Miscellaneous. Each provision of this License Agreement is severable. If a provision is found to be unenforceable, this finding does not affect the enforceability of the remaining provisions, terms, or conditions of this License Agreement. This License Agreement is binding on successors and assigns. PRO-ED will not be responsible for any non-performance or delay attributable in whole or in part to any cause beyond its reasonable control. Any failure of PRO-ED to enforce or delay in enforcing any right or remedy under the terms of this License Agreement shall not be deemed a continuing waiver or a modification thereof. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. You acknowledge that you have read this License Agreement, that you understand it, that you agree to be bound by its terms, and that the foregoing is the complete and exclusive statement of the License Agreement.

## **SCHEDULE "A"**

## PRODUCT AND SERVICE DESCRIPTION SHEET

## **February 8, 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 Adminis trations	Number of Seats	Term			
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 Kir without case		5	1 year			
14601	Edmark Reading Program, Second Edition: Online Version (v. 2.0)		1	September 1 – August 31			
14605	Edmark Reading Program, Second Edition: Online Version (v. 2.0)		5	September 1 – August 31			
14610	Edmark Reading Program, Second Edition: Online Version (v. 2.0)		10	September 1 – August 31			
14625	Edmark Reading Program, Second Edition: Online Version (v. 2.0)		25	September 1 – August 31			
14254	CIPSI: 25 Student Licenses + 25 Test Booklets	25					
14259	CIPSI: 100 Student Licenses	100					
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	unlimited	complete 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			
14525	IDA-2 Online Reading and Report System	25					
14526	IDA-2 Print and Online Combo with case	25					
14527	IDA-2 Print and Online Combo with without case	25					
14732	Introduction to Communication Disorders, 5E		1	1 year			
14733	Introduction to Communication Disorders, 5E E-Book	1	1	1 year			

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