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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 WHEN PRESENTED WITH THIS LICENSE AGREEMENT AT PRODUCT-ACCOUNT REGISTRATION OR PRODUCT ACTIVATION, AS THE CASE MAY BE, 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. IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST ENTER INTO THIS LICENSE AGREEMENT ON YOUR BEHALF, AND THIS PARENT OR GUARDIAN REPRESENTS AND AGREES THAT HE OR SHE IS THE LEGALLY AUTHORIZED PARENT OR GUARDIAN AND ACCEPTS THESE TERMS ON YOUR BEHALF.

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.

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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 PRO-ED 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” 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.

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 at least within 72 hours after your license expires or as specified in notices that we will provide to 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 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 or to comply with any 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.

7. **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 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 pseudonymize 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.
10. **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.
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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. **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.
18. **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 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 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
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		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
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		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
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	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 (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	SB-5 Online Scoring and Report System (Add-on 5 user)		5	1 year
14464	SB-5 Online Scoring and Report System (Annual 5 user Renewal)		5	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		
14850	TOLD-I:5 Complete Kit	25		
14853	TOLD-I:4 Examiner Record Booklets	25		
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 concurrent purchase of product #13062 above)	25		
14442	UNIT2 Online Scoring and Report System (1 st 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 case		5	1 year