

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PRO-ED, INC.
Environmental Print Interactive Assessment.

LICENSE AGREEMENT

This End User License Agreement (“License” or “License Agreement”) is a legal agreement between PRO-ED, Inc. (“Developer”) and you and your organization (collectively “you” or “your”) and applies to your use of ***Environmental Print Interactive Assessment*** and all related documentation that accompanies this application (“Software”).

Developer’s licensors refers to any third parties licensing all or any portion of such Software to Developer. This License is specifically intended for the benefit of Developer and any Developer licensors.

1. License Grant. Developer grants you a non-exclusive, limited, non-sublicenseable, non-transferable, worldwide, license to use the Software subject to the restrictions set forth below. No rights to the use of any Developer, or its licensors’, names, logos or trademarks are conveyed by this License. This License Agreement is not for the sale of Software or any other intellectual property. You may not further redistribute, sublicense, rent, loan or lease the Software to a third party. All right, title and interest, and all intellectual property rights in and to the Software is retained and owned by Developer or its licensors. Except as expressly stated herein, no other rights are granted to you by implication, estoppel, or otherwise, under any patent, copyright, trade secret, trademark, or other intellectual property right.
2. Copyright. The Software is owned by Developer, its licensors or its suppliers and protected by copyright laws and international treaties. You may not copy the Software 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 Software, or use any part of the Software for any use other than that for which it was supplied by Developer, unless specifically authorized by Developer. You may not modify, adapt, alter, translate, or create derivative works from the Software.
3. Term. This License is effective with the purchase of ***Environmental Print: An Integrated Language Arts Curriculum for Verbal and Nonverbal Students*** or until the License is terminated. You may terminate this License at any time by discontinuing the use of the software. This License will also automatically terminate if you fail to comply with any term or condition of this License. You agree that Developer also may, at its sole discretion, temporarily or permanently terminate the License without prior notice to you. Upon termination, for any reason, you agree to discontinue the use of the software. Provisions which, by their nature, should remain in effect beyond termination of this License Agreement shall survive.
4. Compliance with Laws. You agree to comply with all applicable laws in connection with the use of the Software.
5. 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 Software within your organization).
6. Indemnification. You agree that you will defend, indemnify and hold Developer harmless against any claim arising out of or related to your (a) breach or alleged breach of this License Agreement; (b) gross negligence; or (c) willful misconduct.
7. DISCLAIMER OF WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY

QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DEVELOPER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, 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. DEVELOPER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEVELOPER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE 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.

8. LIMITATION OF LIABILITY. YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCE WILL DEVELOPER, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE SOFTWARE TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL DEVELOPER, 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 SOFTWARE 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.
9. Governing Law. This License is governed by the laws of the State of Texas, USA, as if performed wholly within the state and without regard to conflicts of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.
10. Export Law Assurances. You may not use or otherwise export or re-export the Software except as authorized by United States law and laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software 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 Software, 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.
11. 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. Developer 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 Developer 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.

12. Electronic Records. Because the use of the PRO-ED product is electronic, you consent to our providing information electronically. You may print a copy of these terms. You further consent to receiving all other notices in electronic form.