

END USER LICENSING AGREEMENT TERMS AND CONDITIONS

1. SERVICES

1.1 Use Limitations. Customer and Authorized Users may access and use the Hosted Service solely during the applicable term of use for Customer's internal education-related purposes. Such limits may include, as applicable, caps on the number of Authorized Users for the Hosted Service, the number of students for whom the Hosted Service may be used, and/or the volume of data that may be processed or stored. Customer will not permit access to or use of the Hosted Service for any other purpose, or in violation of any applicable usage limit, or by anyone other than Authorized Users. The customer will ensure that the Hosted Service is accessed and used in compliance with all applicable laws and regulations and the rights of others.

1.2 Restrictions. Customer will not and shall ensure that Authorized Users do not, interfere with or disrupt the Hosted Service or attempt to gain access to any related systems or networks to which access is restricted. Customer will not: (i) copy, frame, or mirror any portion of the Hosted Service; (ii) sell, resell, rent, or lease the Hosted Service; (iii) decompile, reverse engineer, or otherwise attempt to obtain source code of the Hosted Service; (iv) attempt to modify the Hosted Service; (v) use the Hosted Service to store any data or information that is unlawful or that violates a third party's rights, including without limitation a third party's privacy rights; (vi) access or use the Hosted Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (vii) encourage, enable, or permit any Authorized User or third party to do any of the foregoing.

1.3 Data Maintenance and Backup. Prometric will follow its archival procedures for Customer Data as established by Prometric in its reasonable discretion. In the event of any loss or corruption of Customer Data, Prometric will use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Prometric in accordance with the archival procedure established by Prometric in its reasonable discretion... Prometric will not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused by any third party. Prometric's efforts to restore lost or corrupted customer data pursuant to this section will constitute Prometric's sole liability and the customer's sole and exclusive remedy in the event of any loss or corruption of customer data.

2. CUSTOMER OBLIGATIONS

2.1 Customer Data and Content. The customer will be solely responsible for the accuracy, quality, suitability, integrity, and legality of all Customer Data and Customer Content, if any,

and for obtaining any third-party permissions needed in relation to the Customer Data and Customer Content.

2.2 Security. Customer will: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service, and will notify Prometric promptly of any such unauthorized access or use; and (ii) keep confidential and not disclose to any third parties, and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers, passwords, or other similar information for the Hosted Service.

2.3 Enforcement. The customer will promptly notify Prometric of any suspected or alleged breach and will cooperate with Prometric with respect to: (i) any investigation by Prometric of any suspected or alleged breach; and (ii) any action by Prometric to enforce these terms and conditions of use. Prometric may suspend or terminate any Authorized User's access to the Hosted Service upon notice to Customer in the event that Prometric reasonably determines that such Authorized User has breached these terms and conditions of use.