

Verudix Solutions

Licensing Agreement and Contract

Licensing

Restrictions: StandardsScore software (previously known as WebGrader software ("Software")) contains copyrighted material, trade secrets, and other proprietary material of Verudix Solutions, Inc. (hereinafter referred to as "Verudix Solutions") and its licensors. You agree that in order to protect those proprietary materials, except as expressly permitted by applicable legislation, you will not decompile, reverse engineer, disassemble or otherwise reduce all or any part of the Software to human-readable form unless Verudix Solutions provided it to you in human-readable form. You may not modify, rent, lease, loan, distribute, or create derivative works based upon the Software in whole or in part, except as expressly permitted by Verudix Solutions. You will use and promote the Services offered by us in a manner consistent with all applicable local, state and federal laws and regulations.

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Information and data stored on the Verudix Solutions database may be viewed, but not necessarily altered, by any user with a valid identification and password. Verudix Solutions reserves the right to distribute read-only passwords for its database (or parts therein) to other users, schools and districts. Provided any information available is in accordance with current FERPA laws and regulations.

Information and data stored on the Verudix Solutions database becomes the joint property of Verudix Solutions and your institution. Upon cancellation of service, you have the option to be provided with a copy of your institution's data in electronic format upon written request, though not necessarily in database format. This service may be subject to a fee. Verudix Solutions reserves the right to maintain data and information on its database after cancellation or discontinuation of this contract.

Limitations. You have no right to or interest in the Services or related software (including all associated patents, copyrights, trademarks, trade names, trade secrets, or other intellectual property rights.) Furthermore, Your right to use the Services under this Agreement does not give You any right to receive, use or examine any source code or design documentation relating to the software used to provide the Services. You may not modify, translate, decipher, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Services by any means whatsoever. You may not (or allow any third party to) modify or incorporate any portion of the software used to provide the Services into any other software or create a derivative work, or develop any other product or allow any third party to access the Services, or the software associated therewith. You are solely responsible for the content of any transmission across your network from, to, by, on behalf of, or for your benefit, including all electronic data transmitted to VERUDIX SOLUTIONS.

License to Adapt User Content. You hereby grant to VERUDIX SOLUTIONS a nonexclusive, worldwide royalty-free license during the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use the User Content as necessary to render the Services under this Agreement. For the purposes of this agreement, "User Content" means any materials provided by You to VERUDIX SOLUTIONS for incorporation in the software, including, but not limited to, any images, photographs, graphics, audio clips, video clips or text, whether or not such item is a valid trademark, trade name, copyright, or other intellectual property right.

Limited Warranty: Except as expressly provided herein, the Software, related documentation, any applications created with the Software are provided "as is" and without warranty of any kind. Verudix Solutions and its licensors expressly disclaim all other warranties with respect to the Software and related documentation, whether such warranties are express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You agree to assume all liabilities and risks associated with use or operation of the Software. No oral or written information or advice given by Verudix Solutions or any of its employees, representatives, or resellers shall create any warranty in addition to those given herein. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The Services by VERUDIX SOLUTIONS shall be provided during the period stated on the invoice ("Service Date"). Pricing from year to year may be subject to change. Multi-year pricing can be agreed to by both parties which can limit the pricing fluctuations for the client. Payment is due 30 days prior to start of system usage or 30 days after integration test, whichever is earlier. This Agreement will automatically renew for successive twelve (12) month period,

beginning on the anniversary of your contract period. Either party may cancel the renewal of this Agreement upon written notice to the other no later than 60 days before services begin for the renewal year.

This Service Agreement (the "Agreement") is a legal agreement between you (both the individual using the Services and any legal entity on whose behalf such individual is acting) ("Customer", "You" or "Your") and Verudix Solutions, an Illinois company ("VERUDIX SOLUTIONS", "Us", "We" or "Our"), for the Internet services described and includes all accompanying documentation, whether printed, electronic or otherwise (the "Services"). By logging into software, the parties agree to the terms contained in this Agreement, including those terms and conditions on the reverse of, or attached to, this Agreement.

Services to Be Provided: Subject to the terms and conditions of this Agreement, We agree to provide you, directly or through our subcontractors or affiliates, with the Services defined above and certain access to and use of the web site. The Services are provided on a personal, non-exclusive basis and may not be sublicensed or otherwise transferred to a third-party without our prior written consent, except as otherwise provided in this Agreement. Access to, and use of, the Services shall be limited to your employees, staff, students, and their parents/custodians.

Access to the Service: Access to the Service may be limited from time to time at the sole discretion of VERUDIX SOLUTIONS for any reason, including, but not limited to emergency repairs or as a result of circumstances beyond the control of VERUDIX SOLUTIONS. Furthermore, you agree to use the Service in a manner consistent with any and all applicable laws and regulations, and not in a manner that disrupts third parties' use or enjoyment of the Service.

Guarantee of Operation: The Software is guaranteed to be 99% Operational. "Operational" means that the Verudix Solutions servers and the Internet connection from the Verudix Solutions servers to the Internet are functioning properly. You are solely responsible for your Internet connectivity and equipment. In the event there is a failure of the Verudix Solutions servers or Verudix Solutions's Internet connection resulting in downtime by you, you may receive a credit for the loss of service as a proportion of your subscription equaling the time that service was not available. In order to receive this credit, you must call technical support (630-461-0506) or email support@verudix.com to verify the problem and to log the outage. Once the system is back on-line or the transition to backup servers is made and service is restored, our technical support staff will notify you via phone and email that service is restored and to log the date and time. This information will be forwarded to billing in order to issue a credit to you. This guarantee of operation excludes scheduled downtime for maintenance and provided upgrades, acts of war or terrorism, natural disasters, or acts of God. We will endeavor to identify and solve problems with accessing Software, regardless of the point of origin.

Indemnification and Limited Warranties

- DISCLAIMER: You acknowledge and agree that you have independently verified that the Services are appropriate for the purposes for which you intend to use them, and that you did not rely upon the skill or judgment of, nor any representations by VERUDIX SOLUTIONS, its employees or agents in such selection. You acknowledge the risks associated with the open structures of the Internet and the transmission of data through such means. You assume the entire risk related to the use of the Services. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERUDIX SOLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, CONCERNING THE SERVICES AND THE APPLICATION, OPERATION OR USE THEREOF.
- LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VERUDIX SOLUTIONS OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, OR OTHERWISE, OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER SUCH LOSS OR DAMAGE IS FORESEEABLE BY VERUDIX SOLUTIONS, AND EVEN IF VERUDIX SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. In any event, the cumulative liability of VERUDIX SOLUTIONS or its licensors to you for all claims related to the Services and this Agreement shall not exceed the total amount you paid to us for the Services provided under this Agreement.
- INDEMNIFICATION: VERUDIX SOLUTIONS shall have the right, but not the obligation, to defend or settle, at its option, any suit arising from a claim that the Services under this Agreement infringe any third party's patent, copyright, or trade secret rights. You agree to provide VERUDIX SOLUTIONS with written notice of any such claim within ten (10) days of your notice thereof and provide VERUDIX SOLUTIONS with all information and assistance VERUDIX SOLUTIONS requests in connection with any defense or settlement of such claim. VERUDIX SOLUTIONS's agreement to indemnify you hereunder is limited in amount to the service fee paid by you to VERUDIX SOLUTIONS under this Agreement. VERUDIX SOLUTIONS has complete discretion and control over such defense and all negotiations for a settlement or compromise, unless it declines to defend or settle, in which case you are free to pursue any alternative you may have. You shall defend, indemnify and hold VERUDIX SOLUTIONS harmless from and against any and all claims, losses, liabilities and expenses (including attorney's fees) related to or arising out of the User Content or

Your promotion or use of the Services, including without limitation claims made by third-parties (including your customers) related to any false advertising claims, liability claims for products or services sold by You, claims for patent, copyright or trademark infringement, or claims due to disruption or malfunction of services provided hereunder, except for those related to the gross negligence of VERUDIX SOLUTIONS. This provision will survive the termination of this Agreement.

- USER CONTENT: You assume sole responsibility for: (a) acquiring any authorization(s) necessary for hypertext links to third party websites; and (b) the accuracy of materials provided to VERUDIX SOLUTIONS, including, without limitation, User Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted; and (c) ensuring that the User Content does not infringe or violate any right of any third party.

Term and Termination: This Agreement shall be in full force and effect for the entire Term of the service dates or up to and including the last logon to the software

Taxes: You are responsible for the payment of all applicable service taxes, sales taxes, and all other taxes (other than income taxes payable by VERUDIX SOLUTIONS) that may be assessed or imposed as a result of your use of the Services provided pursuant to this Agreement.

Miscellaneous Provisions

- Invalid, Illegal or Unenforceable Provisions: In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, each invalid or unenforceable provision of the Agreement will be treated by the tribunal as modified to the least extent necessary to rectify its invalidity or unenforceability and shall be enforced as so modified, and the remainder of the provisions of this Agreement shall be unimpaired and remain in full force and effect.
- Binding Effect: Assignment: This Agreement and all of the terms, provisions and conditions hereof are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. VERUDIX SOLUTIONS may assign any or all of its rights or obligations hereunder in its free, sole and unfettered discretion.
- Governing Law: This Agreement is governed by, and construed in accordance with, the internal laws of the State of Illinois, USA, without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of and exclusive venue in the state and federal courts of Illinois in connection with any suit or action related to the Services or this Agreement.
- Attorney's Fees: If suit is brought or an attorney retained by Us to enforce the terms of, collect any monies due under, or collect damages for breach of, this Agreement or any contemporaneously executed agreement related hereto, We are entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

- Terms of Use: Access to and use of the software may be subject to further terms of use as identified in the software and may be changed from time to time.
- Privacy: VERUDIX SOLUTIONS'S online privacy practices are available online at <http://www.clihome.com>. You are responsible for reviewing and understanding the privacy policies, and ensuring proper disclosure of your privacy practices.

Service Agreement

The following constitutes the service agreement between Verudix Solutions, Inc. and the user:

Verudix Solutions agrees to license the use of Curriculum Mapper, StandardsScore (previously known as WebGrader) for the term specified on the Purchase agreement/invoice on file.

Payments to Verudix Solutions shall be due **upon receipt of invoice**.

Payments should be sent to:
Verudix Solutions, Inc.
2021 Midwest Road, Suite 200
Oakbrook, IL 60523

Service will commence upon receipt of payment.

Extra accounts may be purchased at any time from Verudix Solutions. Multiple users may not share a single account, unless said users are teaching the same courses and are actively involved in the planning and execution of every course in the account.

Service may be discontinued at any time for lack of payment.

Teacher Guides are provided via the Verudix Solutions website in Microsoft Word and PDF format. This manual may be printed, photocopied and distributed to all registered users without violating the copyright agreement. The Microsoft Word / PDF file may also be copied onto other media and distributed to registered users.

Complete Agreement: This License constitutes the entire agreement between the parties with respect to the use of the software and related documentation and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding (with the exception to term and service options as amended via an invoice) unless in writing and signed by an authorized officer of Verudix Solutions, available upon request.

Logging into the system indicates approval of and commitment to the terms and conditions set forth in this document. Verudix Solutions Inc. reserves the right to modify the terms and conditions set forth herein from time to time, and shall notify users of any such modification via the Verudix Solutions website. System login and usage shall constitute agreement to, approval of and commitment to the terms and conditions set forth in this document.

System log-in by any one institutional user, defined as user licensed under a multi-user purchase as part of an organization, and/or delivery of user materials by any means to any one institutional user, shall constitute content and services

delivery and acceptance by the institution. System log-in by any individual user, defined as a user making an individual single purchase, and/or delivery of user materials by any means to any individual single user, shall constitute content and services delivery and acceptance by the individual user.

I accept these Terms & Conditions