

## EXEMPLARS SITE LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE USING THIS SOFTWARE AND THE PRINTED VERSION OF EXEMPLARS' MATERIALS. BY USING THE SOFTWARE AND THESE MATERIALS, YOU ("CUSTOMER") ARE HEREBY AGREEING TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH THEM, THEN IMMEDIATELY TERMINATE YOUR USE OF THE SOFTWARE AND THE PRINTED VERSION OF EXEMPLARS' MATERIALS AND RETURN ALL SOFTWARE AND ALL SUCH MATERIALS WITHIN THIRTY (30) DAYS OF PURCHASE, AND CUSTOMER'S MONEY WILL BE REFUNDED. IF CUSTOMER FAILS TO RETURN THE SOFTWARE AND PRINTED MATERIALS WITHIN THIRTY (30) DAYS OF PURCHASE, THEN CUSTOMER IS DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

1. License Grant. Subject to the terms of this License Agreement ("Agreement") and payment of all applicable fees, Exemplars, Inc. ("Exemplars") grants to Customer a limited, revocable, non-exclusive, non-transferable site license to use the Exemplars software purchased by Customer, together with the printed version of the Exemplars software purchased by Customer. The software and printed materials are referred to in this Agreement as the "Licensed Product."

2. Scope of Site License. Customer agrees that it may use the Licensed Product only at a single school located at a single geographic location (the "Licensed School"). Customer may place the Licensed Product on the Licensed School's computer intranet, so long as access is limited to teachers and staff employed by the Licensed School. The Licensed School may duplicate and distribute printed portions of the Licensed Products within the Licensed School. Customer may not, however, allow or permit use of the Licensed Product by the general public through publication on a website that is accessible by computer users outside the Licensed School's intranet or internal computer network. Further, Customer may not allow or permit use of the Licensed Product at any other campus or as a library resource to be copied or distributed by individuals or schools outside the site. For example, if Customer is a school district and it wishes to obtain the right to use the Licensed Product at each school building within the district, it must purchase a site license for each school building within the district.

3. Restrictions. Customer is authorized to use the Licensed Product for its internal use only, and Customer shall not sublicense, rent, sell, assign, transfer or otherwise distribute the Licensed Product to any other third party.

4. Proprietary Protection. The Licensed Product is proprietary to Exemplars and it contains subject matter protected by copyright laws, as well as other intellectual property laws. Customer shall not use or make copies of the Licensed Product, except to the extent specifically permitted under Section 2 of this Agreement. Customer shall not modify, alter, reverse engineer, reverse assemble, reverse compile or otherwise attempt to recreate the Licensed Product.

5. Limited Warranty. For a period of ninety (90) days from the date of purchase, Exemplars warrants that the medium upon which the software version of the Licensed Product is stored shall be free from defects in materials and workmanship under normal use. Upon return of the defective medium during this period, Exemplars shall, as its sole liability and as Customer's exclusive remedy, either replace the medium or refund the license fee if it is unable to deliver a medium free from defects. OTHER THAN THE EXPRESS LIMITED WARRANTY STATED ABOVE, THE LICENSED PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE RESULTS OR PERFORMANCE ARISING FROM ITS USE OR POSSESSION OF THE LICENSED PRODUCT.

6. Limitation of Liability. IN NO EVENT SHALL EXEMPLARS HAVE ANY OTHER LIABILITY TO CUSTOMER INCLUDING INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. Right to Audit. Upon prior written notice to Customer, Exemplars may audit Customer's use of the Licensed Product to assess Customer's compliance with the terms of this Agreement. If an audit reveals that Customer has underpaid fees to Exemplars, Customer shall be invoiced for such underpaid fees.

8. Termination. This License shall terminate immediately upon Customer's violation of any of the terms and conditions stated in this Agreement. Upon termination, all rights conferred to Customer by this agreement revert back to Exemplars, Customer must cease all use of the Licensed Product, and Customer must immediately destroy all Licensed Product (including authorized backup copies). Thereafter, any subsequent, use of the Licensed Product shall constitute a breach of this Agreement and is deemed to infringe upon Exemplars' copyrights. Customer obligations concerning restrictions on use and duplication shall survive termination of this License. Customer agrees to pay attorney fees and other collection charges in connection with any actions that Exemplars is required to institute as a result of breach of this Agreement.

9. Miscellaneous. This Agreement (i) shall be governed by and construed in accordance with the substantive laws of the State of Vermont, without regard to its conflicts of laws principles, and any dispute arising under or related to this Agreement shall be brought solely and exclusively in a state or federal court located within Vermont, and the parties consent to the exclusive jurisdiction of such courts; (ii) constitutes the entire agreement of the parties with respect to the Licensed Product, superseding all prior

oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts and the like between the parties with respect thereto; (iii) may be amended, modified, or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed by each of the parties; and (iv) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this Agreement.

Should Customer have any questions concerning this Agreement, Customer should contact Exemplars by writing to:

Exemplars, Inc.  
Attn: Customer Service  
271 Poker Hill Road  
Underhill, VT 05489

Phone: (800) 450-4050  
Fax: (802) 899-4825

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