

IMPORTANT – READ CAREFULLY BEFORE USING THIS SERVICE

SITE LICENSING AGREEMENT FOR BRIDGES TRANSITIONS SUBSCRIPTION SERVICES

IMPORTANT – PLEASE READ CAREFULLY: The within Site Licensing Agreement is a legal and binding agreement between Subscriber (as hereinafter defined) as licensee and Bridges Transitions Inc. ("Licensor") as licensor for the non-exclusive and non-transferable right to use the Service (as hereinafter defined) on the terms and conditions herein contained. By accessing, installing or otherwise using the Service you signify your agreement to be bound by this Site Licensing Agreement. Licensor reserves the right, at its discretion, to change, modify, add or remove portions of the within terms and conditions at any time. A copy of these terms and conditions is posted at Licensor's Internet website (go to <http://www.bridges.com>) and click on the link marked "Legal"). Please check these terms and conditions periodically for changes. The form of Site Licensing Agreement in effect and posted at such website at the time of your initial subscription or any renewal subscription will apply to such subscription or renewal subscription, as the case may be. **SHOULD YOU NOT AGREE** to be bound by the terms and conditions herein Licensor is unwilling to license the Service to you. In that event, immediately return to Licensor all materials provided to you by Licensor. **YOU MAY NOT USE OR COPY THE SERVICE.**

TERMS AND CONDITIONS:

1.0 Definitions

- 1.1 "Content" means all software in CD-ROM format (all references to CD-ROM herein shall include any successive or alternative physical storage media such as DVD), online or electronic documentation, embedded data, programming, HTML, files, images, graphics, icons, Documentation (as hereinafter defined) and all other content or materials incorporated in or generated by the Service.
- 1.2 "Documentation" means any activity sheets, support materials or other documentation supplied with or within the Service.
- 1.3 "End User(s)" shall mean the employees, faculty, staff, students or clients officially affiliated with the Subscriber and thereby authorized to use the Service as herein licensed.
- 1.4 "Hard Drive" means any device capable of maintaining computer information after the main electrical power is turned off, designed to interactively store and retrieve information for use by the computer's central processor(s).
- 1.5 "Licensed Site" means the Site or Sites (as hereinafter defined) specified in the Purchase Order (as hereinafter defined).
- 1.6 "Purchase Order" means the initial purchase order or written request for purchase submitted by Subscriber to Licensor in respect of the Service and any purchase order submitted in respect of any subscription renewal.
- 1.7 "Site" means:
 - i) in the case of a (K to 12) school any one or more buildings that are a part of a single postal address and serviced by one principal, administrator or similar administrative officer and shall include any one or more computer workstations located within those buildings;
 - ii) in the case of a post-secondary institution any one or more departments of that post-secondary institution which shall be in any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer workstations located within those departments;
 - iii) in the case of a business or entity other than a school shall mean the Subscriber's normal place of business, at one address, and shall include any one or more computer workstations located within that place of business.
- 1.8 "Service" means the service or services specified in the Purchase Order which may be offered in CD-ROM format or on the Internet or both, as identified below:

<u>Service</u>	<u>Delivery Format</u>
Choices CD Edition.....	CD-ROM
Choices Explorer.....	Internet
Choices Planner.....	Internet
Ability Profiler.....	CD-ROM and Internet
Career Aptitude Survey.....	CD-ROM
Guidance Central.....	Internet
Career Futures.....	CD-ROM
TestGEAR.....	Internet
Paws in Jobland.....	CD-ROM and Internet
Do What You Are.....	Internet
The Learning Style Inventory.....	Internet

- 1.9 "Site Administrator(s)" means any teacher, administrator or other professional, of the legal age of majority, located at a Site.
- 1.10 "Subscriber" means that organization or entity entering into this Agreement by way of initiating a Purchase Order for a paid subscription.
- 1.11 "Subscription Fees" means the Subscription fees payable for the Service pursuant to Licensor's pricing schedule as specified in the Purchase Order.
- 1.12 "Term" means the term of this Site Licensing Agreement as specified in the Purchase Order and includes any renewal term, unless sooner terminated pursuant to the provisions hereof.
- 1.13 "Updates" means all alterations, data updates and enhancements made to any portion of the Service provided in CD-ROM format or provided electronically by the Licensor to the Subscriber via a download on the Licensor's website or via e-mail attachment, not separately charged to Licensor's customers as options.

2.0 Use License

- 2.1 Licensor grants Subscriber the non-exclusive, non-transferable right and license to permit an unlimited number of End Users to use the Service on computer workstations located at the Licensed Site, during the Term and subject to the terms and conditions of this Site Licensing Agreement; **SAVE AND EXCEPT** where the Purchase Order specifies the number of End Users permitted to use the Service, Subscriber may permit use of the Service by no more than the number of End Users so specified.
- 2.2 Where the Service is provided either in whole or in part in CD-ROM format:
 - (a) only if the Purchase Order specifies that the Subscriber has purchased a network license such software may be copied on to the Hard Drive of one network server, whose functions with regard to the Service are restricted to computer workstations at the Licensed Site;
 - (b) in any other case, multiple copies of such software may be loaded from the CD-ROM onto the Hard Drive of an unlimited number of computer workstations at the Licensed Site during the Term; and
 - (c) one copy of such software may be made in machine-readable form for back-up purposes.
- 2.3 To the extent the Service is provided on the Internet:
 - (a) concurrent access to the Service may be obtained via multiple computer workstations at the Licensed Site by way of username and password verification, or any other means of authentication from time to time established by the Licensor; and,
 - (b) the End Users may further access the Service from their home computers for personal educational purposes only.
- 2.4 The Documentation may be copied for use with the Service at the Licensed Site and End Users may make screen prints from electronic Content or print downloaded PDF files supplied by the Licensor for personal educational purposes only.
- 2.5 This is a grant of a license, not a transfer of title, and under this license Subscriber may not:

- (a) use, republish, upload, post or transmit in any way the Service or any Content except as expressly authorized pursuant to this Site Licensing Agreement;
- (b) copy, reproduce, modify or create derivative works from the Content except as expressly authorized pursuant to this Site Licensing Agreement;
- (c) use the Content for any commercial or other purpose other than non-commercial educational use by End Users;
- (d) attempt to decompile, disassemble or reverse engineer any software contained within the Service;
- (e) remove any copyright or other proprietary notations from the Content;
- (f) distribute, transfer, sale, lease, sublicense, assign or otherwise make available, directly or indirectly, the Service or any Content, in part or in whole, including any search output or results, to any other person except as expressly authorized pursuant to this Site Licensing Agreement;
- (g) except as may be specifically provided in this Site Licensing Agreement, permit the Service to be accessed through an electronic network; or
- (h) "mirror" the Content on any other server.

- 2.6 Licensor will provide Updates to Subscriber during the Term at no additional charge. In providing Updates Licensor may provide replacement CD-ROMs and such replacements will be provided on an exchange basis and a Subscriber will forthwith return to Licensor all replaced CD-ROMs. The terms of this Site Licensing Agreement will apply to all Updates provided to Subscriber.

3.0 Ownership

- 3.1 The Service, including all Content, is protected by copyright under Canadian, United States, foreign laws and international treaties. Unauthorized use of the Service may violate copyright, trademark and other laws.
- 3.2 Subscriber shall use its best efforts to prevent any illegal use of the Service or Documentation by its Site Administrator(s), End User(s), agents, assigns or any other person, organizations or Sites and, without limiting the generality of the foregoing, will ensure its Site Administrators are aware of the Subscriber's obligations pursuant to this Site Licensing Agreement. The Subscriber is solely responsible for all security of and all access (including unauthenticated access) to the Service by use of the assigned username(s) and password(s), or any other means of authentication so granted by Licensor.
- 3.3 Where the rights provided herein to copy the Service, including any Content or Documentation, or any part of it, is exercised by Subscriber, Subscriber shall reproduce the copyright notice and any other legend of ownership on each copy, or partial copy, made.

4.0 Subscription Fees

- 4.1 Subscriber agrees to pay to Licensor the Subscription Fees.
- 4.2 Invoices shall be paid within thirty (30) days of receipt. All sales, excise or other taxes imposed by any government authority as well as any further additional charges, including shipping and handling, are in addition to the Subscription Fees and shall be paid by Subscriber.
- 4.3 Licensor reserves the right to levy an Administration Fee of One Hundred Dollars (\$100.00) due and payable by Subscriber upon the cancellation of a Purchase Order, or upon the earlier termination of this Site Licensing Agreement pursuant to paragraphs 7.1(ii) through 7.1(iv) hereof.

5.0 Limitation of Liability

- 5.1 Licensor assumes no responsibility for the selection of the Service to achieve any intended purpose, for the proper use of Service or for verifying the results obtained from use of the Service. Licensor licenses the Service "as is." Licensor makes no warranties, express or implied, and expressly disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Licensor does not warrant or make any representations concerning the accuracy, likely results or reliability of the use of the Service or otherwise relating to the Service or any material on any websites linked to the Service. Licensor does not warrant that the Service will be uninterrupted, secure or error-free or that the Service and its server are free of computer viruses or other harmful mechanisms. If Subscriber's use of the Service or Content results in the need for servicing or replacing equipment or data, Licensor is not responsible for these costs.
- 5.2 Licensor does not warrant that the Service websites or CD-ROMs are compatible with every Internet browser or with every workstation. Licensor makes no representations or warranties, expressed or implied, nor assumes any responsibility or liability for any restriction, complication, non-compliance, suitability or non-compatibility of the technology, software or hardware used by the Subscriber to access and use the Service.
- 5.3 Subscriber accepts any and all responsibility and liability, foreseen or unforeseen, for the use of the Service and/or any components, tools and features thereof. Subscriber acknowledges that the Service may include features which provide access to electronic mail and Internet sites which are not governed by Licensor and that the access to these features and/or Internet sites are at the sole responsibility and liability of Subscriber and/or Site Administrator(s). Licensor has not reviewed all the websites linked to the Service and is not responsible for the contents of any such linked sites. These links are provided solely as a convenience and the inclusion of any link does not imply endorsement by Licensor of the site.
- 5.4 Any dealings with advertisers on the Service or participation in promotions, including the delivery and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between Subscriber and the advertiser or other third party. Licensor will not be responsible or liable for any part of such dealings or promotions.
- 5.5 The Content could include technical, typographical or photographic errors. Licensor does not warrant that any of the Content is accurate, complete or current. Licensor may make changes to the Content at any time without notice. Licensor does not, however, make any commitment to update the Content.
- 5.6 IN NO EVENT WILL LICENSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD-PARTY SUPPLIERS, BE LIABLE FOR ANY IN DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES WHATSOEVER RESULTING FROM LOST PROFITS OR DATA, HOWEVER ARISING, WHETHER AN ACTION IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, INCURRED BY SUBSCRIBER OR ANY THIRD PARTY, IN EITHER CASE, REGARDLESS OF WHETHER LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS OR THIRD-PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.7 SUBSCRIBER AGREES THAT, IN ANY EVENT, THE AGGREGATE LIABILITY OF LICENSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUB-CONTRACTORS AND THIRD-PARTY SUPPLIERS UNDER THIS SITE LICENSING AGREEMENT, OR OTHERWISE IN RESPECT OF THE SUBJECT MATTER OF THIS SITE LICENSING AGREEMENT, FOR DAMAGES, REGARDLESS OF FORM OR ACTION, WILL NOT EXCEED THE SUBSCRIPTION FEES PAID TO LICENSOR FOR THE SERVICE IN RESPECT OF WHICH THE CLAIM AROSE DURING THE TERM IN WHICH THE CLAIM AROSE.
- 5.8 The provisions of this paragraph 5 will apply to the maximum extent permitted by law. Because some jurisdictions do not allow limitations on implied warranties or limitations of liability for consequential or incidental damages, these limitations may not apply to Subscriber.

6.0 Rights of Licensor

- 6.1 Licensor reserves the right to add or subtract services, features and data from any portion of the Service provided on the Internet, without warning. Notification of any such changes to the Service may be provided by way of notices posted prominently within the Service.
- 6.2 Any rights not expressly provided for herein are reserved to the Licensor.

7.0 Termination of Agreement

- 7.1 This Site Licensing Agreement shall immediately and automatically terminate without notice or any other act upon:
- i) the expiry of the Term;
 - ii) the attempted illegal copying, distribution, transfer, assignment, lease or sale of the Service, or rights thereto, without the prior written consent of the Licensor;
 - iii) notice in writing given by one party to the other upon the violation by that party of any provision of this Agreement;
 - iv) receipt by Licensor of written notice of termination from Subscriber and the payment by Subscriber to Licensor of a \$200 termination fee.
- 7.2 Upon the termination of this Site Licensing Agreement, if Subscriber has received a preferred pricing structure at the time of purchase, Subscriber and any other subscribers who have also benefited from the preferred pricing structure (the "Remaining Subscribers") shall further be subject to a readjustment of the Subscription Fees for the duration of the Term in accordance with the Licensor's pricing schedules. The whole of this Agreement shall remain in force and effect with the Remaining Subscribers.
- 7.3 Upon termination of this Site Licensing Agreement, Subscriber will forthwith cease use of the Service and destroy all of the original and copied Service CD-ROMs and Documentation in its possession and all copies of the Service, the Content and the Documentation, or any portion thereof, stored in electronic form on any of its computer equipment. Upon Licensor's request, Subscriber will provide a written certification that all the copies of the Service, the Content, and the Documentation, in whole or in part in any form have been destroyed. Failure to do so may result in additional fees and charges being levied against Subscriber.

- 7.4 Subscriber acknowledges that the Service is provided on a subscription basis only and that any portion of the Service provided on CD-ROM may become inoperable on expiry of the Term.
- 7.5 Any and all use of the Service by Subscriber following termination of this Site Licensing Agreement is prohibited and may result in additional fees and charges being levied against Subscriber.
- 7.6 Paragraphs 1, 3, 5, 6.2, 7, 8, 9 and 10 shall survive the termination or expiration of this Site Licensing Agreement.

8.0 Indemnity

- 8.1 Subscriber will indemnify Licensor, its officers, directors, employees, agents, sub-contractors and third-party suppliers (collectively the "Indemnitees") and hold the Indemnitees harmless from and against any and all liability, loss, damage, actions, claims or expense (including legal fees and expenses) (collectively "Liabilities") that result from or arise out of: (a) the use of the Service by Subscriber or any End Users; (b) any breach by Subscriber of this Site Licensing Agreement; and (c) any failure to pay the Subscription Fees due hereunder as and when due. Without limiting the foregoing, Subscriber must defend, indemnify and hold harmless the Indemnitees from and against all Liabilities resulting from trials or studies conducted by or on behalf of Subscriber or any End Users relating to the Service. Subscriber is not permitted to settle or compromise any claim or action giving rise to Liabilities in a manner that imposes any restrictions or obligations on Licensor or grants any rights to the Service without Licensor's prior written consent. If Subscriber fails or declines to assume the defense of any such claim or action within 30 days after notice thereof, Licensor may assume the defense of such claim or action for Subscriber's account and at Subscriber's risk, and any Liabilities related thereto shall be conclusively deemed a liability of Subscriber. The indemnification rights of Licensor or any other Indemnitee contained herein are in addition to all other rights which each Indemnitee may have at law or in equity or otherwise.

9.0 General Provisions

- 9.1 It is the express will of the parties that this agreement and all related documents have been drawn up in English.
- 9.2 In the event of an inability or failure by Licensor to carry out any of the terms of this Site Licensing Agreement due to any reasons that are beyond the reasonable control of Licensor, then Licensor shall not be liable to Subscriber during the period and to the extent of such inability or failure.
- 9.3 Licensor's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision, right or entitlement herein.
- 9.4 This Site Licensing Agreement and the Purchase Order constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement. No amendment or modification of this Site Licensing Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.
- 9.5 All monetary amounts in this Site Licensing Agreement and the Purchase Order are expressed in lawful money of the United States of America.
- 9.6 This Site Licensing Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and Canada. Any actions at law or in equity arising out of or in relation to this Site Licensing Agreement may be filed only in courts located in the Province of British Columbia, Canada and Subscriber hereby consents and submits to the personal jurisdiction of such courts.
- 9.7 If any one or more of the provisions contained in this Site Licensing Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose.
- 9.8 Any notice permitted to be given by one of the parties hereunder shall be deemed to be sufficiently and duly given if in writing and delivered personally or sent by prepaid registered mail deposited in the post office or transmitted by facsimile, if to Licensor to the address set out in paragraph 10 hereof and if to Subscriber to the address of the Subscriber set out on the Purchase Order. Any notice so given shall be deemed to have been received on the fifth business day following the date of mailing of the same or on the date of delivery or transmission by facsimile, as the case may be. Either party may from time to time by notice change its address for the purposes of this Site Licensing Agreement. In the event of actual or threatened disruption of postal service, notice may not be given by mail.

10.0 Copyright and Trademark Notices

- 10.1 All Content is: Copyright © 2010 Bridges Transitions Inc., a Xap Corporation company, and/or its suppliers, 3534 Hayden Avenue, Culver City, CA 90232.
- 10.2 The example companies, organizations, products, people and events depicted within the Service are fictitious. No association with any real company, organization, product, person or event is intended or should be inferred.
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Do What You Are is a registered trademark of Paul D. Tieger and Barbara Barron-Tieger and is distributed by Bridges Transitions Inc.
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- 10.4 Any rights not expressly granted herein are reserved.

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