

# PROFILE EVALUATIONS, INC.

## Terms and Conditions

### General

The acceptance of any test instruments, user manuals, software, related materials, scoring, reporting, online training and consulting services (collectively, "Products and Services") by the organization listed on the relevant agreement or invoice ("Client") from Profile Evaluations, Inc. ("PEI") is subject to these Terms and Conditions (collectively, "Terms"). Client accepts these Terms by registering for online training course(s), ordering products, paying for (in whole or in part) online course registrations or product orders, opening and using products or attending online training courses. All Client orders for Products and Services as listed are offers to purchase which are subject to PEI's acceptance only upon these Terms, which constitute the entire agreement between the parties concerning the matters referenced herein and supersede all discussions, proposals, bids, invitations, orders and other communications, oral and written, on the subject matter hereof. No modification, addition or deletion to these Terms is binding upon PEI unless expressly agreed to in writing by an officer of PEI. Client agrees to use Products and Services only in strict accordance with PEI's printed user's manuals, course textbooks, applicable municipal, state, provincial and federal laws and regulations and all relevant professional standards. Moreover, Client acknowledges and agrees that the testing software provided by Wonderlic, Inc. ("Wonderlic") may include demographic inquiries that are exclusively for PEI's or Wonderlic's research purposes and test takers' responses provided thereto will not be reported to Client. If any one or more of these Terms is found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. These Terms will be governed by, and construed and interpreted in accordance with, the internal laws of the State of Florida and Illinois (for Wonderlic products and services).

### Billing and Shipping Information

All invoices are due net 30 days for products and services and by the course start date for online training courses. Product Shipping charges are prepaid and added to the invoice amount. Prices are in U.S. funds or its equivalent and subject to change without notice.

### Warranty

PEI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS AND SERVICES. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, PEI EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### Limitation of Liability

IN NO EVENT SHALL PEI OR WONDERLIC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF CLIENT'S PURCHASE OR USE OF PRODUCTS AND SERVICES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN CLIENT AND PEI OR WONDERLIC, PEI OR WONDERLIC'S TOTAL LIABILITY TO ANY PARTY ARISING OUT OF PURCHASE OR USE OF PRODUCTS AND SERVICES WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO PEI FOR PRODUCTS AND SERVICES IN THE LAST TWELVE (12) MONTHS.

### Indemnification

CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD PEI AND WONDERLIC HARMLESS AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES

AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH CLIENT'S USE OF PRODUCTS AND SERVICES AND/OR CLIENT'S FAILURE TO ADHERE TO THESE TERMS. PEI AND WONDERLIC AGREES TO INDEMNIFY, DEFEND, AND HOLD CLIENT HARMLESS AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM THAT ANY PRODUCTS AND SERVICES INFRINGE ON ANY VALID UNITED STATES PATENT OR COPYRIGHT EXISTING AT THE TIME OF PRODUCT AND SERVICE DELIVERY (EXCEPT IN THE CASE OF ANY INFRINGEMENT ARISING OUT OF THE USE OF PRODUCTS AND SERVICES IN COMBINATION WITH SYSTEMS, SOFTWARE OR EQUIPMENT NOT SUPPLIED BY PEI AND WONDERLIC, OR ANY USE OF PRODUCTS AND SERVICES OUTSIDE THE UNITED STATES); PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL BE OF NO FORCE AND EFFECT UNLESS AND UNTIL CLIENT PROMPTLY NOTIFIES PEI AND WONDERLIC OF ANY SUCH INFRINGEMENT CLAIM OF WHICH CLIENT HAS KNOWLEDGE OR NOTICE AND ACCORDS PEI AND WONDERLIC THE RIGHT, AT PEI'S OR WONDERLIC'S SOLE OPTION AND EXPENSE, TO HANDLE THE DEFENSE OF THE INFRINGEMENT CLAIM.

### Use of Products and Services

Products and Services are designed for use in accordance with the printed user's manual for products and services and course textbooks for online training courses and all relevant professional and legal standards. Any modification of Products and Services or their administration by Client may affect their accuracy and usefulness. Products and Services should only be used for the purposes for which Products and Services are intended, and for no other purposes. Products and Services must be used in a secure and confidential manner. Products and Services are designed to be an aid in the overall employment and/or educational enhancement process. Employment testing products are specifically designed to be used in conjunction with other relevant practices and procedures including, but not limited to, interviews, background investigations, and employment, educational and personal reference checks. Use of Products and Services may be subject to certain municipal, state, provincial and federal laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and the regulations relating to such laws. Client agrees to abide by such laws and regulations.

### Copyright and Trade Secret Protection

Client agrees to abide by the terms and conditions set forth in any legend, agreement, notice or other written material concerning copyright, trade secrets or other intellectual property matters that accompanies Products and Services. Client agrees not to reproduce or adapt the Products and Services included pursuant to this invoice in any way.

### Taxes

Client acknowledges that PEI may be required to collect and report state and local taxes applicable to Client in connection with Client's purchase of Products and Services. Client agrees to be responsible for and pay any tax now or hereafter levied on or resulting from the purchase or use of Products and Services, whether presently anticipated or unanticipated. A tax-exempt Client must send a tax exemption certificate with payment.