

## ASSESSTYPING.COM INSTITUTIONAL LICENSE AGREEMENT

This is a legal agreement between you, the online service Subscriber, and Typing Master Finland Inc. By using this online service you are consenting to the terms of this Agreement and make it binding upon yourself and the company you represent. You represent that you have the authority to enter into this Agreement. If you do not agree to the terms of this Agreement, do not use this online service.

### 1. DEFINITIONS: As used in this Agreement;

- i) "Licensor" means Typing Master Finland, Inc., the developer, intellectual property rights owner, and publisher of AssessTyping.com service, whose registered office is at Eerikinkatu 4 A 16, 00100 Helsinki, Finland.
- ii) "Service" means the AssessTyping.com online typing test service.
- iii) "The Subscriber" means the customer institution named in the registration, who has authorized the acceptance of this License Agreement and whose representative has completed the registration and has an Account ID and Password to gain access to the Service as a test administrator.
- iv) "Test Result" means typing test results saved on the server database and/or an email generated by the test and sent to the test administrator's email address.
- v) "Test Taker" means any individual person who takes the Subscriber administered typing test and whose Test Results are stored on the server database.
- vi) "Active Typing Test" means online typing test configured by the Subscriber and made available for Test Takers online.
- vii) "Permitted Output" means the Subscriber configured and administered online typing test and Test Takers' typing test result data.
- viii) "Order Form" means the online form that a prospective the Subscriber must complete in order to purchase the Service and become a Subscriber.
- ix) "Subscription Period" means the period of time, selected by the Subscriber upon placing the order, during which the Subscriber will have access to the Service.
- x) Where used herein the term "You" or "you" shall refer to the Subscriber.

2. SCOPE: Your Subscription will provide you with access to the Service for the duration of your Subscription Period for purposes of configuring and administering online typing tests.

3. LICENSE AND RESTRICTIONS: In consideration of the subscription fees paid, TypingMaster hereby grants to the Subscriber a limited, non-exclusive, non-transferable license to use the Service during the Subscription Period.

Your subscription type defines allowed total number of Test Takers per month and the number of Active Typing Tests as follows:

- i) Standard subscription: One (1) Active Typing Test, five hundred (500) test takers per month
- ii) Premium 2 subscription: Two (2) Active Typing Tests, one thousand (1000) test takers per month
- iii) Premium 5 subscription: Five (5) Active Typing Tests, two thousand (2000) test takers per month
- iv) Premium+ custom subscription: Number of active typing tests and maximum number of test takers per month defined upon ordering

The number of tests taken by each Test Taker and Test Results stored is not limited by the license.

The Service shall be used solely by the Subscriber for its own business purposes so long as such business purposes DO NOT include generation of revenue from the sales of Permitted Output. You agree to use reasonable efforts to protect against unauthorized use of the Service. All rights not specifically granted in this Agreement are reserved by the Licensor.

For practical and legal purposes, any pre-employment test is best used as one of multiple points of consideration for employment, rather than as the sole determinant.

3.1 UNLESS OTHERWISE EXPRESSLY PERMITTED HEREIN YOU MAY NOT: (1) reverse engineer, decompile, deconstruct or otherwise decode any portion of the Service (2) make derivative works including but not limited to translations, adaptations, arrangements or any other alteration (each of which would become the property of TypingMaster or its the Licensors, as applicable) of the Service; (3) sell,

rent, lease or lend access to the Service; (4) sell, rent, lease, lend or otherwise license the Service for revenue; (5) allow another person or entity to use your login information (Account ID and Password); (6) enter into any reseller, distribution or third party arrangements for distribution of Permitted Output such as, but not limited to, electronic, on line, subscription, "fee for service" or general, uncontrolled availability to the public without an explicit prior written agreement with the Licensor.

**4. TERM AND TERMINATION:** The Term of the license granted herein shall be for the Subscription Period you select in the Order Form. Subject to Sections 4.1 and 4.2, you may terminate or cancel your Subscription at any time. Upon termination or expiration of the Subscription, the Subscriber's access to the Service is discontinued. If you fail to comply with any provision of the Agreement at any time, you will be in default and termination of the Subscription will be automatic, without notice and without refund from TypingMaster, and without recourse to any judicial authority. Upon termination by TypingMaster for the Subscriber default, you must cease all use of the Service. The Licensor may also seek any other legal and equitable remedies it deems necessary.

**4.1 TERMS OF ANNUAL SUBSCRIPTION PURCHASES:** The term of an annual subscription is 365 days from the date of first activation of the Service by the Subscriber. An annual license is billed at the time of purchase and is not automatically renewed at the end of the license term. You must renew subscription before the expiration date to maintain uninterrupted access to the Service. After termination, the Subscriber's user information will be kept on the Licensor's server for a minimum period of six (6) months in case the Subscriber later wants to renew its subscription, or removed permanently upon the Subscriber's request.

Your first subscription to the Service may be cancelled within 30 days from the date of first activation of the Service, and in such case is fully refundable. The Subscriber's cancellation notice must be communicated in writing by email or by mail. Phone calls/messages will not be accepted. The Licensor will confirm the Subscriber's cancellation request within three business days of the submission/receipt of request. After first 30 contract days or with subscription renewals, License Fees are non-refundable.

In the event that the Licensor terminates this Agreement for reasons other than the Subscriber's breach of this Agreement, the Subscriber will be refunded the pro rata portion of any license fees the Subscriber has paid for any remaining period of the Agreement from the date of termination.

You understand and agree that cancellation of your Subscription and the refund as described above, are your sole rights and remedies with respect to any dispute with the Licensor. The Licensor reserves the right to discontinue providing the Service at any time.

**4.2 TERMS OF OTHER SUBSCRIPTION PURCHASES:** The subscription period starts from the date of activation of the Service by the Subscriber. Subscriptions are billed at the time of purchase and are not automatically renewed at the end of the license term. You must renew subscription before the expiration date to maintain uninterrupted access to the Service. After termination, the Subscriber's user information will be kept on the Licensor's server for a minimum period of six (6) months in case the Subscriber later wants to renew its subscription, or removed permanently upon the Subscriber's request.

License Fees are non-refundable for subscriptions for periods less than 365 days.

In the event that the Licensor terminates this Agreement for reasons other than the Subscriber's breach of this Agreement, the Subscriber will be refunded the pro rata portion of any license fees the Subscriber has paid for any remaining period of the Agreement from the date of termination.

**5. SHARING OF ACCOUNT ID AND PASSWORD:** You are responsible for safeguarding the use of your individual Account ID and Password. In the event it is discovered that your individual Account ID and Password is also being used by another person or entity other than the Subscriber, the Licensor in its sole discretion, may terminate your Subscription immediately without refund or bill you for another Subscription.

**6. LIMITED WARRANTY AND EXCLUSIONS:** THE SERVICE IS PROVIDED "AS IS." EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN, THE LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY WAY OF FURTHER EXAMPLE AND NOT LIMITATION, THE

LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE SERVICE. THE ENTIRE RISK AS TO THE USE OF THE SERVICE IS ASSUMED BY YOU. THE LICENSOR PROVIDES THE SERVICE ON A COMMERCIALY REASONABLE BASIS. THE LICENSOR RESERVES THE RIGHT TO INTERRUPT ACCESS TO THE SERVICE AT ANY TIME TO CONDUCT ROUTINE AND EMERGENCY MAINTENANCE AS NEEDED AND THEREFORE THE LICENSOR DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT ALL TIMES. DUE TO THE INHERENT NATURE OF THE INTERNET, THE LICENSOR DOES NOT GUARANTEE UNINTERRUPTED OR ERROR-FREE SERVICE AND DOES NOT GUARANTEE THAT THE SUBSCRIBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIME OR LOCATION OF THEIR CHOOSING OR THAT THE LICENSOR WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN A SPECIFIC GEOGRAPHIC AREA. ACCESS MAY BE LIMITED, ESPECIALLY DURING PEAK TIMES. Finally, it is agreed that the Licensor cannot be held responsible for unauthorized entry by third parties to its website or the misappropriation and dissemination of client information resident on the Licensor's system by such "hackers". The Licensor will continue to take commercially reasonable and appropriate steps to maintain the integrity and confidentiality of client data.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE LICENSOR BE LIABLE TO YOU OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR THE EFFECTIVENESS OR ACCURACY OF THE SERVICE OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE LICENSOR IS THE CANCELLATION OF YOUR SUBSCRIPTION AS DETAILED ABOVE IN SECTION 4. IN THE EVENT THE FOREGOING IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INEFFECTIVE, YOU HEREBY AGREE THAT THE LICENSOR'S MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED THE SUBSCRIPTION FEES PAID BY YOU FOR THE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING PROVISION WITH RESPECT TO EXCLUDING OR LIMITING SUCH DAMAGES MAY NOT APPLY TO YOU.

8. ACKNOWLEDGMENT: You acknowledge that you have read this agreement in full including the LIMITED WARRANTY and limitation of liability and that you understand it and agree to be bound by its terms and conditions. You also agree that: (1) No oral or written information or advice given by the Licensor, its dealers, distributors, resellers, agents or employees shall in any way increase the scope of this agreement or its Limited Warranty, and you may not rely on any such information or advice. (2) Unless a written overriding agreement signed by you and the Licensor exists, this Agreement is the complete and exclusive statement of agreement of the Licensor and you relating to the subject matter, and supersedes all proposals, oral or written, and any other communications you may have had prior to purchasing this license.

9. GOVERNING LAW; FORUM SELECTION. This Agreement shall be governed by common international trade laws. Both parties agree to meet in person to settle disputes before filing suit. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the defendant.