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15. FERPA/PIPEDA/THE PRIVACY ACT & OTHER PREVAILING PRIVACY LEGISLATION. Chalk & Wire understands that the institution/ Licensee is subject to either FERPA (USA- Family Educational Rights and Privacy Act), or PIPEDA (Canada- Personal Information Protection and Electronic Documents Act, and The Privacy Act), or The Privacy Act (Australia) or any other prevailing State/Provincial or Federal/national privacy legislation. Chalk & Wire abides by all applicable legal regulations of these Acts in force in the nation wherein the client/institution resides. Specifically, where institutions are concerned Chalk & Wire is considered an official of the institution as regards the protection of user and institutional data. As an official of the institution, Chalk & Wire must protect the privacy all user data provided by the institution/users and shall not transmit, share, or disclose any data about a end users without their written consent, except to other officials of the institution with a legitimate interest (i.e., the institutional official must seek the information within the context of his/her professionally assigned responsibilities with the institution and the information must be used within the context of official business of the institution).

16. ENCRYPTION. As regards situations wherein Chalk & Wire Learning Assessment Inc. is not the host of the product(s), if Licensee wishes to use the cryptographic features of the Product, then Licensee may need to obtain and install a signed digital certificate from a certificate authority or a certificate server. Licensee may be charged additional fees for certification services. The licensee is responsible for maintaining the security of the environment in which the Product is used and the integrity of the private key file used with the Product. In addition, the use of digital certificates is subject to the terms specified by the certificate provider, and there are inherent limitations in the capabilities of digital certificates. If Licensee is sending or receiving digital certificates, Licensee is responsible for familiarizing itself with and evaluating such terms and limitations. If the Product is a version with FORTEZZA, Licensee will need to obtain PC Card Readers and FORTEZZA Crypto Cards from another vendor to enable the FORTEZZA features.

17. EXPORT CONTROL. Licensee agrees to comply with all export laws and restrictions and regulations of Canada, and not to export or re-export the Product(s) or any direct product thereof in violation of any such restrictions, laws or regulations, or

without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product(s) from Canada. By accessing or using the Product(s), Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

18. HIGH RISK ACTIVITIES. The Product(s) is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product(s) in such applications.

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20. MISCELLANEOUS. (a) This Agreement constitutes the entire agreement between the Chalk & Wire and the LICENSEE concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) Except to the extent applicable law, if any, provides otherwise, the Licensee agrees to be governed by and consents to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario, Canada. (d) Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in the city of Toronto, Ontario, Canada, with the losing party paying all costs of arbitration. (e) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (f) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (g) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (i) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. (j) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except in the case of a merger or the sale of all or substantially all of

Licensee's assets to another entity. (k) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (l) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (m) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way. (n) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. (o) If any Chalk & Wire professional services are provided, then such professional services are provided pursuant to the terms of a separate Professional Services Agreement between Chalk & Wire and Licensee. The parties acknowledge that such services are acquired independently of the Product(s) licensed hereunder, and that provision of such services is not essential to the functionality of such Product(s). (p) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

21. LICENSEE OUTSIDE THE U.S.A. AND CANADA. If Licensee is located outside the U.S. or Canada, then the provisions of this Section shall apply. (i) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise. (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language.") (ii) Licensee is responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use the Product(s), and Licensee represents that it has complied with any regulations or registration procedures required by applicable law to make this license enforceable.

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