

CHALK & WIRE LEARNING ASSESSMENT INC.
PRODUCT(S) RELEASE AGREEMENT

Redistribution Or Rental Not Permitted

BY CLICKING THE ACCEPTANCE BUTTON, CREATING A USER ACCOUNT, OR LOGGING INTO A USER ACCOUNT TO GAIN ACCESS TO ANY CHALK & WIRE LEARNING ASSESSMENT INC. PRODUCT OR SERVICES OR USING ANY CHALK & WIRE LEARNING ASSESSMENT INC. PRODUCT OR SERVICES (THE "PRODUCT(S)"), THE INDIVIDUAL LICENSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. THE TERM "LICENSEE" SHALL BE INTERPRETED IN THIS AGREEMENT TO MEAN THE "END USER" OF THE ACCOUNT/SERVICE (EPORTFOLIO (ALL PRESENT AND SUBSEQUENT AND NOT THE INSTITUTION OR ENTITY USING THE SERVICES OF CHALK & WIRE LEARNING ASSESSMENT INC. FOR THE PURPOSES OF MONITORING AND VERIFYING LEARNING WITHIN THEIR LEGAL RIGHTS TO DO SO AS AN EDUCATIONAL INSTITUTION OR TRAINING ORGANIZATION IN THEIR STATE/PROVINCE/NATION. IF THE LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND LICENSEE MUST NOT ACCESS OR USE ANY CHALK & LEARNING ASSESSMENT INC. PRODUCTS OR SERVICES.

These terms apply to all products developed by Chalk & Wire Learning Assessment Inc. ("Chalk & Wire").

1. LICENSE AGREEMENT. As used in this Agreement, "CHALK & WIRE" shall mean CHALK & WIRE LEARNING ASSESSMENT INC. PRODUCTS AND SERVICES; In this Agreement "Licensor" shall mean Chalk & Wire products and/or services except under the following circumstances: (i) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and (ii) if any third party software is included as part of the default installation/use and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term "Licensor," with respect to such third party software, shall mean the manufacturer of that software and not Chalk & Wire. With the exception of the situation described in (ii) above, the use of any included third party software product shall be governed by the third party's license agreement and not by this Agreement, whether that license agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form. If more than one license agreement was provided for the Product, and the terms vary, the order of precedence of those license agreements is as follows: (i) a signed agreement, (ii) a license agreement available for review on the Chalk & Wire website, (iii) a printed or electronic agreement that states clearly that it supersedes other agreements, (iv) a printed agreement provided with the Product(s), (v) an electronic agreement provided with the Product(s).

2. LICENSE GRANT. Licensor grants Licensee a non-exclusive and non-transferable license to use, for personal or internal business purposes, the web-accessible GUI interface version of the Product(s). The license entitles the licensee protection of /access to, their personal content excluding the code base provided by Chalk & Wire, for so long as their account subscription is fully paid for the time of service provided and the institutional client continues to purchase accounts sufficient to sustain the ongoing storage of non-revenue bearing accounts (post expiry). Where accounts have expired, unless otherwise instructed in a parallel institutional agreement to extend storage service, this Agreement may be terminated by the Licensor and Chalk & Wire reserves the right to archive Licensee accounts that are dormant (defined as not accessed for four years after expiry, termination or Licensor discontinuance of business by Licensor) to another secure storage medium until such time the licensee requests it, or to delete the content if the institutional client is no longer purchasing accounts sufficient to sustain the ongoing storage of expired accounts. If archived, the licensee may request or have access to their account to download a full copy of their data. The license does not entitle the Licensee to receive from Chalk & Wire hard-copy documentation. The Licensee is entitled to technical support, telephone assistance, or enhancements or updates to the Product only as related to the actual usage of Chalk & Wire software features derived from code proprietary to Chalk & Wire. Support services related to any other computing or technological device or product, are not provided to the LICENSEE. The Licensee may not redistribute the Product(s) unless Licensee has separately entered into a distribution agreement with Chalk & Wire.

3. RESTRICTIONS. Except as otherwise expressly permitted in this Agreement, or in another Chalk & Wire agreement to which Licensee is a party, Licensee may not: (i) modify or create any derivative works of the Product or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sub license, or otherwise transfer rights to the Product; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or

(v) publish any results of benchmark tests run on the Product to a third party without Chalk & Wire's prior written consent. The Licensee may be provided with server space owned or leased by Chalk & Wire for the storage of files DIRECTLY related to the use of Chalk & Wire products. The amount of server space provided is established by Chalk & Wire, and may be adjusted at any time without warning. Any users who employ server storage space provided by Chalk & Wire to engage in actions deemed illegal, shall have their access terminated without notice, and shall be held entirely liable for these actions to the full extent of the laws applicable. You also hereby acknowledge that the Service is for educational or career search purposes only. Therefore, you agree to use the Service for such purposes and not to post any inappropriate Materials. Chalk & Wire reserves the right to remove any item that, in the view of Chalk & Wire, is inappropriate. By way of illustration, and not limitation, such Material includes material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or racially, ethnically or otherwise objectionable.

4. FEES. There may be license fees for the Product(s) which may be adjusted from time to time without warning.

5. CHANGES TO SERVICE: Chalk & Wire may change or discontinue any portion, feature or content of the Service at any time with or without notice to you. Likewise, Chalk & Wire may at any time, with or without notice to you, restrict the use and accessibility to the Service as well as limit the duration and amount of use made of the Service.

6. THIS AGREEMENT AND CHANGES TO IT: Chalk & Wire may change any of the terms in this Agreement at any time. Changes will become effective when Chalk & Wire posts the modified Agreement on the Website. The End-User License link will be flagged any time changes are posted. If you do not agree to the changes, you may cancel your subscription to the Service in the manner described in Section 10. Continued use of the Service by you or any other subscriber under your license constitutes acceptance of the terms of the modified Agreement. Further, this Agreement is the entire agreement between Chalk & Wire and you with respect to the Service. Headings in this Agreement are for your convenience only and do not have any legal meaning or effect. If any part of this Agreement is invalid, the rest of this Agreement will remain in effect. If Chalk & Wire waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning of this Agreement cannot be changed by your or Chalk & Wire's conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses.

7. DISCLOSURE OF INFORMATION: Chalk & Wire actively seeks to comply with all applicable statutes and regulations regarding maintaining the confidentiality and privacy of information held by it, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Chalk & Wire does not sell or otherwise transfer customer information to third party marketing companies under any circumstances. It is Chalk & Wire's policy not to share your personal information with any third parties.

Chalk & Wire enables you to comply with your privacy and confidentiality obligations. However, you must be aware of your own obligations under the extant and applicable privacy act in place in your jurisdiction or any other statute, regulation or other legal or institutional rule regarding the release of confidential information and act accordingly. You may participate in a variety of online forums on the Site, submit work to others for evaluation, share work with colleagues, and/or publish work in Chalk & Wire or to the World Wide Web at large. Any information you disclose in these areas will be available to certain other end users, and may be collected and used by persons other than Chalk & Wire. You should not disclose any information that you do not want others to know on these areas of the Site. Chalk & Wire does not routinely monitor these areas, and you use forums and tools at your own risk. In addition, you may also provide Chalk & Wire with

information such as assignments, work products, and assessment rubrics that identify your own content. This information will be available only to other individuals with Chalk & Wire ID's and passwords within your organization or to those granted trusted external access by you or your organization in order to carry out their duties to which you have agreed by right of your membership in said organizations/institutions UNLESS YOU CHOOSE TO PUBLISH IT ON THE WORLD WIDE WEB. Personal information such as addresses and phone numbers are NEVER required on the Site by Chalk & Wire and should not be published there by you unless you are sure that your audience is allowed to have such information.

Chalk & Wire provides various communication tools that enable users to share work with users and non-users of Chalk & Wire. Once you have shared work with a third party, Chalk & Wire no longer can control access to that work and can make no assurances as to the privacy of that work. Do not disclose or send information to third parties that you do not want others to know, use or publish in other forums. Chalk & Wire may disclose your information if we believe in good faith that such disclosure is necessary to comply with applicable law, a subpoena or other legal process. We may also disclose such information as is necessary to identify, contact or bring legal action against a person or entity who may be violating Chalk & Wire's Terms of Use (or such other agreements to which an end user is a party), or who may be causing injury to, or interfering with, other users of the Site and Services, or other third parties who may be harmed by such activities.

The Site may contain links to third party websites. When you click on these links, you will leave the Site, and will then be subject to the information collection practices of such third parties. Chalk & Wire has no control over the content, policies or actions of these websites, even if you are offered products or services on those websites because you are an end user of the Site and Services. The use of any information you may provide to third parties on other websites, or that such parties may otherwise collect on other websites, is not governed by this Privacy Policy. You should carefully review the privacy policies of any third party websites and contact the operators of those websites if you have any questions about their use of your information. Chalk & Wire cannot be responsible for any third party, or its affiliates or agents, failing to use your information in accordance with such third party's privacy policy, or any contractual or other legal obligations to which such third party, its affiliates or agents, may be subject.

8. DATA SECURITY: Chalk & Wire takes commercially reasonable security measures to protect information provided by you against unauthorized access and use. Upon login, your data files may be scanned for viruses, and the Webmaster will be notified of any viruses found. Access to information is only authorized with the use of a valid password protection. Chalk & Wire also uses commercially reasonable efforts and conforms to requirements of its insurers, Lloyds of London, to establish secure connections with your web browser for any passage of information. PLEASE BE AWARE, HOWEVER, NO DATA TRANSMISSION OVER THE INTERNET IS 100% SECURE AND ANY INFORMATION DISCLOSED ONLINE CAN POTENTIALLY BE COLLECTED AND USED BY PARTIES OTHER THAN THE INTENDED RECIPIENT. FURTHER, IN THE EVENT THAT YOU CHOOSE TO STORE ASSESSMENT DATA ON

CHALK & WIRE, BE AWARE THERE IS NO EXTANT SECURITY MEASURE THAT CAN PROVIDE A GUARANTEE OF COMPLETE DATA SECURITY.

9. TERMINATION. Without prejudice to any other rights, the Licensor may terminate this Agreement if (i) the Licensee is in breach of any of its terms or conditions as determined by the Licensor or (ii) the Licensee account becomes dormant as defined in Article 3 herein. Upon termination, Licensee shall cease any attempt to access products and services provided by Chalk & Wire. In such cases, Chalk & Wire is in no way obligated to provide a copy of any files in the terminated account(s) to the user(s) or to any other party.

10. PROPRIETARY RIGHTS. Title, ownership rights, and intellectual property rights in the Product shall remain in Chalk & Wire and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Chalk & Wire's or its suppliers' ownership of or rights with respect to the Product. The Product(s) is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives Licensee no rights to such content. In so far as from time to time Chalk & Wire is solicited by users to provide free (gratis) development of features to enhance their use and enjoyment of Chalk & Wire products, the provision of concepts, text, images or any other media by such users in the description of said features and enhancements does not constitute any claim to the code or any future developments thereof undertaken by Chalk & Wire. The title, ownership rights, and intellectual property rights to code created for this purpose and by these means for user-suggested features and enhancements resides with Chalk & Wire exclusively and royalty free in perpetuity.

11. NO WARRANTIES. Subject to the overriding obligation of Chalk & Wire to take all reasonable efforts to provide its software products and support services free of viruses and to the maximum extent permitted by applicable law, CHALK & WIRE and its suppliers provide the SOFTWARE PRODUCTS(S) and any (if any) Support Services related to the SOFTWARE PRODUCT(S) AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE PRODUCT(S), and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT. Provided that Chalk & Wire has made all reasonable efforts to provide its SOFTWARE PRODUCTS and Support Services free of viruses, THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH THE LICENSEE. The test for "reasonable efforts" shall be failure by Chalk & Wire,

amounting to gross negligence, to use standard, ubiquitous tools and procedures prevalent in the marketplace at the time it delivers to the Licensor the SOFTWARE PRODUCTS or Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH THE LICENSEE.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CHALK & WIRE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS USER AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF CHALK & WIRE OR ANY SUPPLIER, AND EVEN IF CHALK & WIRE OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. LIMITATION OF LIABILITY. Notwithstanding any damages that the Licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Chalk & Wire and any of its suppliers under any provision of this User Agreement and the Licensee's exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the period of 12 months prior for the SOFTWARE PRODUCT(s). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose. CHALK & WIRE IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

14. NON-DISCLOSURE AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS. The Licensee and Chalk & Wire Learning Assessment Inc. affirms and will take appropriate steps to protect the intellectual property rights of the other. Specifically, the institution retains all intellectual property rights in all information, materials, and intellectual property, including but not limited to courses and materials, provided by the

user or institution to Chalk & Wire, and Chalk & Wire retains all intellectual property rights related to software application and code developed by Chalk & Wire and provided for use by this agreement.

The Licensee or institution (its employees and/or relatives thereof) acknowledges the proprietary rights of Chalk & Wire regarding the research and development of Chalk & Wire software tools. Officials of the institution or its designees, may discuss and access products for the purposes of testing and providing feedback to Chalk & Wire about new features and enhancement. They are prohibited from revealing the work of Chalk & Wire software research and development in any manner with any entity that might reasonably be expected to develop similar software for either commercial or non-commercial purposes.

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.

19. U.S. GOVERNMENT END USERS. The Product(s) is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products(s) with only those rights set forth herein.

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.

BY CLICKING THE ACCEPTANCE BUTTON, CREATING A USER ACCOUNT, OR LOGGING INTO A USER ACCOUNT TO GAIN ACCESS TO ANY CHALK & WIRE PROFESSIONAL DEVELOPMENT CANADA INC. PRODUCT OR SERVICES OR USING ANY CHALK & WIRE LEARNING ASSESSMENT INC. PRODUCT OR SERVICES (THE "PRODUCT(S)"), THE INDIVIDUAL OR ENTITY LICENSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND LICENSEE MUST NOT ACCESS OR USE ANY CHALK & WIRE PROFESSIONAL DEVELOPMENT CANADA INC. PRODUCTS OR SERVICES.