
VECTOR PSYCHOMETRIC GROUP, LLC

END USER SOFTWARE LICENSE AGREEMENT FOR NON-COMMERCIAL, ACADEMIC RESEARCH AND EDUCATIONAL PURPOSES

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING AND INSTALLING THE FLEXMIRT™ SOFTWARE PROGRAM ("flexMIRT™"). THIS IS A LEGALLY BINDING AGREEMENT. PLEASE PRINT A COPY OF THIS EULA FOR YOUR RECORDS.

By clicking "I Agree" You agree that you have fully read and fully understand this End User Software License Agreement ("EULA") and You agree to be bound by the terms and conditions of this EULA as of the date You click "I Agree" (the "Effective Date"). This EULA is by and between Vector Psychometric Group, LLC, a North Carolina limited liability company and its successors and assigns, ("VPG"), and the individual person who provides the registration information ("You" and "Your").

1. Payment Authorization. By clicking "I Agree", You represent that: (a) you are authorized to pay with the credit card You use to pay the license fee, (b) any credit information and personal identify information You supply is true, accurate and complete, (c) charges incurred by You will be honored by Your credit card company, and (d) You will pay the charges incurred by You at the posted prices, including any applicable taxes.

2. License Grant. By clicking "I Agree", You also represent that you understand and agree that flexMIRT™ is licensed on a limited and restricted basis as set forth in this EULA, and as follows:

2.1 During the Term of this EULA, and subject to Your strict compliance with the limitations and restrictions set forth this EULA, VPG grants You the right to install and use one (1) copy of flexMIRT™ on three (3) computers, meaning workstation and laptop computer devices and not server computer devices, that You own, control, or have the authorization to use for non-commercial, academic research and educational purposes ("Your computer system"). This license grant also gives you the right to updates and upgrade releases to flexMIRT™ during the Term. Except as set forth in this EULA, all other rights are reserved.

2.2 You may also make one (1) backup copy of flexMIRT™ during the Term of this EULA.

2.3 At the end of the Term of this EULA, You agree to permanently uninstall flexMIRT™ from the three (3) computers upon which it is installed and to permanently delete the backup copy of flexMIRT™.

2.4 This license grant is personal to You and Your personal non-commercial, academic research and educational use. Your right to use flexMIRT™, is limited and restricted to students, faculty members and authorized researchers of accredited colleges, universities or independent nonprofit research organizations (or an authorized purchasing agent on behalf of such students, faculty members or researchers) for non-commercial academic research and

educational purposes only. You represent and warrant that You provided complete and accurate identifying information of Your eligibility to qualify for this restricted license grant.

2.5 Any and all uses of flexMIRT™ for which consideration, money, or a fee of any nature or kind is generated, charged, received, credited or exchanged, or for which income, revenue, donation(s), or any other tangible or intangible item or thing of a pecuniary value or nature is generated, charged, received, credited or exchanged ("Commercial Use") are strictly prohibited under this EULA. Commercial Use of flexMIRT™ require an Enterprise License Agreement.

2.6 You grant to VPG, or its agents, the right to enter and physically inspect and audit Your computer system during the Term and thereafter to verify compliance with this EULA. You also represent that you are authorized to grant and allow VPG, or its agents, access to Your computer system for this purpose.

3. Term. The term of this EULA is three-hundred and sixty five (365) days from the date You click "I Agree" (the "Term"). If you qualify at the time, You may extend or renew the Term for an additional three-hundred and sixty five (365) day period by paying the then current license fee on or before the expiration of the Term and agreeing to the then current EULA.

4. Support. VPG will provide email support to You during the Term. To access this support or to provide comments, suggestions or feedback regarding flexMIRT™, VPG, its products ("Feedback") email VPG at: flexMIRT@VPGCentral.com. You agree that all Feedback that You give shall be given voluntarily, and You grant and assign to VPG the perpetual right to use Feedback as it sees fit without restriction.

5. Limited and Restricted Rights Granted. flexMIRT™ is licensed, not sold. The limited rights granted to You in this EULA are not a transfer or sale of VPG's ownership rights in or to flexMIRT™. YOU MAY NOT RENT, LEASE, SUBLICENSE, SELL, ASSIGN, LOAN, OR OTHERWISE USE OR TRANSFER FLEXMIRT™ OR ANY OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS EULA. You may not remove or destroy any copyright notices or other proprietary markings. You may not reverse engineer, modify or adapt flexMIRT™, merge flexMIRT™ into another program, or create derivative works based on flexMIRT™. You may use, copy, and distribute user documentation provided in "online" or electronic form within Your qualifying organization solely to support Your authorized use of flexMIRT™, but You shall not publicly display or transmit the documentation or use the documentation for any other purpose.

6. Consideration and Taxes. In consideration for the grant of the license and the use of flexMIRT™ as authorized in this EULA, You shall pay VPG by credit card a license fee of \$125.00. All payments to VPG exclude sales, use, and other taxes that may be imposed upon such payments. You are solely liable for any sales tax, use tax, or other taxes (exclusive of taxes based on VPG's revenue) due pursuant to this EULA.

7. Limited Warranty. VPG warrants that flexMIRT™ will perform substantially in accordance with the documentation accompanying flexMIRT™ for a period of 90 days after You click "I Agree". VPG's entire liability and your exclusive remedy for breach of this warranty will be, at VPG's option, either (a) refund of the license fee paid by You, or (b) repair or replacement of flexMIRT™ that does not meet this warranty and that is returned to VPG. Replacement of flexMIRT™ will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. This limited warranty will be void if You violate this EULA or if the failure of flexMIRT™ has resulted from any misuse, or use of flexMIRT™ not in accordance with the documentation of this EULA.

8. NO OTHER WARRANTIES. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF FLEXMIRT™ TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM FLEXMIRT™. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VPG DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO FLEXMIRT™ AND THE ACCOMPANYING WRITTEN MATERIALS. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF FLEXMIRT™. THERE IS NO WARRANTY THAT FLEXMIRT™ OR VPG'S EFFORTS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INFORMATION OR LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF THE AUTHORIZED USE OR INABILITY TO USE FLEXMIRT™ AS AUTHORIZED IN THIS EULA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ARE INDEPENDENT OF THE EXCLUSIVE REMEDY PROVIDED IN THIS SECTION AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF SUCH EXCLUSIVE REMEDY. IN NO EVENT SHALL VPG'S LIABILITY FOR DAMAGES ARISING OUT OF THIS EULA AND THE AUTHORIZED USE OF FLEXMIRT™ EXCEED THE LICENSE FEE YOU PAID FOR THE USE OF FLEXMIRT™. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY AND DAMAGES SHALL NOT APPLY TO

9.1 AN INFRINGEMENT OR MISAPPROPRIATION CLAIM BROUGHT BY VPG,

9.2 A CLAIM FOR DAMAGES OR SEEKING AN INJUNCTION ARISING OUT OF THE NON AUTHORIZED USE OF FLEXMIRT™,

9.3 A CLAIM FOR DAMAGES OR SEEKING AN INJUNCTION ARISING OUT OF THE COMMERCIAL USE OF FLEXMIRT™; OR

9.4 AN INDEMNITY OBLIGATION PURSUANT TO SECTIONS 11.1 AND 13 OF THIS EULA.

10. Audit Rights & True Up. You shall keep current, complete, and accurate records regarding Your reproduction, installation, and use of flexMIRT™. You agree to provide such information to VPG and You certify that You have paid and will pay all related fees within thirty (30) business days of any written request. If an audit reveals any reproduction, installation, or use of flexMIRT™ that is not compliant with this EULA You will promptly comply with this EULA and pay the additional fees (not to exceed VPG's then-current rates). You agree that it shall also promptly reimburse VPG for its reasonable costs of conducting the audit if the audit reveals noncompliance.

11. Indemnification.

11.1 You will indemnify and hold harmless VPG (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, and agents) from and against any claims, demands, lawsuits damages, penalties, (including attorney's fees and expenses) that arise or result from Your unauthorized use of flexMIRT™.

11.2 Mitigation of Infringement Action. If Your authorized use of flexMIRT™ is likely to become, enjoined or materially diminished as a result of an infringement action against VPG, then VPG will do one of the following at its sole expense: (a) procure the continuing right for You to use flexMIRT™, or (b) replace or modify flexMIRT™ in a functionally equivalent manner so that it no longer infringes, or (c) refund a prorate portion of the license fee.

12. Trademarks. Certain marks and names of VPG and flexMIRT™ appear in this EULA and within flexMIRT™ may constitute trademarks of VPG or third parties. You are not authorized to use any such trademarks.

13. Export Restrictions. You may not export or re-export flexMIRT™ without complying with applicable export control laws and obtaining any necessary permits and licenses. You will indemnify and hold harmless VPG (including all of its officers, employees, directors, subsidiaries, representatives, affiliates, and agents) from and against any claims, demands, lawsuits damages, penalties, (including attorney's fees and expenses) that arise or result from Your alleged violation of this section.

14. Disputes. Should a dispute arise under this Agreement, the parties shall first notify the other party in writing of the dispute and attempt in good faith to resolved the matter informally. If the parties are not able to resolve the dispute, they shall pursue mandatory mediation with a mutually agreeable mediator at JAMS, Seattle. If the matter is not resolved through mandatory mediation, it is hereby agreed that dispute shall be resolved using binding arbitration with a single arbitrator, and hereby appoint Judicial Dispute Resolution, LLC, Seattle, to serve as the arbitrator. The parties agree to the exclusive appointment of these Seattle, Washington, ADR organizations to help resolve any deputes and to the venue of these organizations. The parties waive all defenses regarding the selection and appointment of these Seattle, Washington, ADR organizations. The parties further agree that the arbitration hearing shall be held no later than thirty (30) days from the date of the Demand for Arbitration, that the parties are required to fully disclose and produce all documents and other evidence to be used in their case in chief and that the failure to disclose and produce all such documents and records shall render them inadmissible. Each party shall pay 50% of the mediation and arbitration fees and costs. The prevailing party in arbitration is entitled to recovery of its actual attorney fees and cost incurred, including reimbursement of their share of the mediation and arbitration fees and costs.

15. Notices. Any notice required under this Agreement shall be sent as follows:

15.1 If to VPG, by email at: Info@VPGcentral.com

15.2 If to You, by email to the email address You provide when You registered and paid the license fee.

16. General. This EULA and the relationship between the parties shall be governed by the laws of the State of Washington, United States of America, without reference to its conflict of laws principles. This EULA is the entire agreement between You and VPG and supersedes any other communications with respect to flexMIRT™ or the relationship between the parties. If any provision of this EULA is held invalid or unenforceable, the remainder of this EULA will continue in full force and effect. This EULA cannot be amended or modified except in writing executed by You and a duly authorized representative of VPG.

I Agree