DIGITAL ASSESSMENT LIBRARY for HEALTHCARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), governs access to and use of the Digital Assessment Library products and services offered by NCS Pearson, Inc., a Minnesota corporation, contracting through its Clinical Assessments business ("Pearson"). By accessing, using, printing, displaying or registering for such services or products, you ("Licensee") agree to the terms of this Agreement in which, Licensee received a limited license to access, use, print, display, or register for such services or products.

Pearson is the publisher of various assessments of cognitive ability, academic and speech/language ability, occupational and physical ability (single or multiple sets of assessments, a "Library" or "Libraries"), and offers these Libraries to its customers via a digital product known as Pearson Digital Assessment Library for Healthcare (together with a Library or Libraries, the "Product"). Licensee wishes to purchase a license to the Product, and Pearson desires to license such Product to Licensee.

1. License Grant

Upon the signing of this Agreement, Pearson grants to Licensee a limited, revocable license to access the Product, via Pearson's Q-Interactive and Q-Global platform(s), for Licensee's use in assessing its clients (the "Licensed Use"). One license is required for each active user on the account. Any use or administration outside of the Licensed Use described in this paragraph is grounds for termination of this Agreement.

2. Authorization

The Licensee may access and use the Product indicated in the Pearson invoice ("Invoice") solely for the Licensed Use and subject to the terms and conditions of this Agreement.

4. Q-Interactive and Q-Global

Licensee's use of the Q-Interactive and Q-Global platforms is subject to the licenses located as follows, provided that any pricing terms as referenced in the Invoice shall supersede any pricing terms in the product licenses below:

Q-Global: Q-global License Agreement

Such licenses may be updated or changed by Licensor from time to time without notice to the Licensee and any such updates or changes will inure to the benefit of this Agreement.

5. Limitations on License

The Licensed Use specifically excludes the right to share login credentials, copy, distribute, translate, adapt, revise or reproduce the Product or the Libraries in any form, except as otherwise expressly provided herein.

6. Safeguarding Products and Libraries

The Licensee will take all necessary precautions to safeguard the Product and the Libraries by limiting access to only those individuals or agencies with a responsible, professional interest in the security of the Product and Libraries and who are appropriately qualified to access and administer the Libraries. Any access by third parties is prohibited unless the Licensee ensures that any such third parties are appropriately qualified and sign an agreement containing terms which are at least as restrictive as the terms contained in this Agreement.

7. Rights Reserved

All rights in the Product not granted to the Licensee by this Agreement are expressly reserved to Pearson.

8. Term and Termination

(a) The rights granted herein will be for the period of twelve (12) months unless otherwise specified on the on the

Invoice (the "Term"), after which this Agreement and all rights to use the Product will cease. Any renewals require the written agreement of both parties in the form of a new Invoice specifying the Product and any Licenses, the Term, and any related pricing. Any renewals will be based on the number of Licenses purchased.

- (b) Pearson may terminate this Agreement with thirty (30) days' prior written notice to Licensee, or may terminate this Agreement if the Licensee fails to cure any material breach hereof, including without limitation a failure to perform its obligations under this Agreement or any misrepresentation of the number of users accessing the platform through a single login.
- (c) Upon termination or expiration of this Agreement for any reason, Pearson will remove Licensee's access to the Product and all Libraries. Licensee will be required to backup or download any and all completed assessment reports from the Product and Pearson will delete any and all such reports Licensee has created during the Term from the Product platform and Pearson's hosting facility.

9. License Fees

Licensee agrees to pay the license fee(s) set forth on the Invoice for access to the currently defined platforms and benefits for the Digital Assessment Library for Healthcare License. Licensee shall pay the fees within thirty (30) days of receipt of an invoice from Pearson. The Licensee is responsible for any taxes which Licensee is required by law to pay under this Agreement.

10. License Fee Calculation.

At the start of the Term, Licensee will pay to Pearson the license fee for the Licenses indicated on the Invoice.

A credit may be applied for any consumable digital inventory [licenses and subscriptions (to be pro-rated), report usages and subtest usages] existing in any active Q-interactive and/ or Q-global account associated with the Licensee, if so elected by the Licensee prior to entering into the License. If elected, the Licensee's existing accounts will be reviewed, the consumable digital inventory removed from the account, and a credit for such inventory issued within the first thirty (30) days of this Agreement.

11. Special Benefits

The Digital Assessment Library for Healthcare includes special benefits for its license holders that may be amended from time to time. Current special benefits include

Purchasing Discount. A Pearson account associated with a Digital Assessment Library for Healthcare license will be flagged to receive a seven percent discount on all Pearson Clinical purchases (excluding Digital Assessment Library licenses and products not published but distributed by Pearson). The discount can be applied by ordering via Pearson's e-commerce site at PearsonAssessments.com, submitting a purchase order, or contacting Pearson's Customer Support team.

Free Shipping. A Pearson account associated with a Digital Assessment Library for Healthcare license can receive free shipping on any Pearson Clinical purchase submitted via purchase order or by contacting customer support (e-commerce orders will not apply the free shipping discount) when the order is received during two free-shipping windows made available each year. The discount codes and the dates of the free shipping windows will be communicated in the welcome letter at time of purchase.

12. Account Functionality

The number of Digital Assessment Library for Healthcare Licenses purchased will dictate the number of active users that can access the Q-global or Q-interactive platform at the same time. any given time. Group administration is disabled for Digital Assessment Library for Healthcare accounts on Q-global. All other Q-global and Q-interactive platform functionality remains the same.

13. Non-Transferable License

The rights granted herein are non-exclusive and non-transferable to any third party without prior written permission from Pearson.

14. Authorized Agent

The representative of the Licensee accepting the terms of this Agreement represents and warrants that he/she has full power to enter into this Agreement on behalf of Licensee.

15. Limitation of Liabilities and Indemnification

- (a) The Product provided to Licensee herein is provided "AS IS" and PEARSON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (b) PEARSON SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST FUNDING, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, THE PRODUCT, OR OTHER ITEMS PROVIDED HEREUNDER, OR ARISING FROM THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF PEARSON FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE FEES PAID FOR THE PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY. Nothing in this paragraph will be deemed to limit Pearson's obligation for indemnification as set forth in Paragraph (c) below.
- (c) Pearson will indemnify Licensee against any and all claims of infringement related to the Product licensed hereunder; provided that Pearson must be given prompt, written notice of the claim and allowed, at its option, to control the defense and settlement of any such claim. Pearson's obligations under this paragraph do not apply to any infringement arising out of the use of Product in combination with systems, equipment or computer programs not supplied by Pearson, or any unauthorized modification of the Product. In addition, if Licensee's use of the Product is restricted as the result of a claim of infringement, Pearson will, at its option, either: (a) substitute other equally suitable Product; (b) modify the allegedly infringing Product to avoid the infringement; (c) procure for Licensee the right to continue to use such Product free of the restrictions caused by the infringement; or (d) take back such Product, refund to Licensee the license fee previously paid for such Product depreciated on a straight line basis over twelve (12) months, and terminate Licensee's license to use such Product.

16. Entire Agreement

This Agreement and any Addendum or Product license(s) contains the entire agreement between the parties and there are merged herein all prior and collateral understandings and agreements. No amendment or modification of this Agreement will be valid unless in writing and signed by both parties.

17. Notice

All notices and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within five (5) business days of being sent by registered or certified mail, postage prepaid to If to Pearson, use the address used in this agreement and if to Licensee, using the address found on the Invoice (or to such other address as hereafter may be designated in writing by such party to the other party):

18. Governing Law

Regardless of the place of its physical execution or performance, this Agreement will be governed by and interpreted under the laws of the State of New York.