

END USER LICENSE AGREEMENT

IMPORTANT—PLEASE READ CAREFULLY. YOUR USE OF THE **TILLS Easy-Score™** WEB SITE, **www.tillseasyscore.com** ("SITE"), AND **TILLS Easy-Score** SERVICES AND ASSOCIATED SOFTWARE ("SERVICES") IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS OF THIS END USER LICENSE AGREEMENT AND ITS RELATED TERMS OF USE AND PRIVACY POLICY.

TILLS Easy-Score is a web-based scoring system for the ***Test of Integrated Language and Literacy Skills™ (TILLS™)***. This **TILLS Easy-Score™** End User License Agreement ("Agreement") is a legal agreement between You and Paul H. Brookes Publishing Co., Inc. ("Brookes Publishing Co."), a Maryland corporation using the mailing address P.O. Box 10624, Baltimore, Maryland 21285. "You" refers to any individual or entity who has or gains access to use the Site and Services. (An entity, by way of example but not exclusively, could be a school, private clinical practice, school district, educational system, hospital clinic, or therapeutic or health care practice.) By selecting the "I AGREE" hyperlink or by using the **TILLS Easy-Score™** web-based scoring system, You agree to be bound by the terms of this Agreement. If You do not agree to the terms of this Agreement, You are not authorized to use **TILLS Easy-Score™**; please select the "I DISAGREE" link.

TILLS Easy-Score is a web-based scoring system for TILLS™, a reliable, valid assessment of oral and written language skills in students ages 6–18 years. TILLS Easy-Score™ is an interactive, evolving system, and enhancements to the existing functionality as well as new features may be added at any time. This Agreement covers the current and all future iterations of the system. TILLS™ and TILLS Easy-Score™ are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. TILLS Easy-Score™ is licensed on a complimentary basis to You as a legitimate user of TILLS™ at Brookes Publishing Co.'s sole discretion. No ownership rights are conveyed with this nonexclusive, nontransferable, revocable license. For purposes of this Agreement:

- (a) "Site" means the portions of TILLS Easy-Score™ that can be accessed only by use of a username and password.
- (b) "Services" means all features of the Site including but not limited to those services that assist in scoring the assessment results for students.
- (c) "Content" means the text, pictures, sound, graphics, logos, marks, symbols, software, and tools used in conjunction with, or otherwise made available through, the Site by Brookes Publishing Co.
- (d) "Student Data" means any user-supplied and user-generated data associated with a single student including but not limited to student information, test information, TILLS raw scores, and automatically generated scores, including those results in the automatically generated PDF.
- (e) "Account" means the specific relationship with Brookes Publishing Co. established to provide for Your access to the Site and Services.

1. Grant of License. The Site and the Content contained hereon are the sole and exclusive property of Brookes Publishing Co. and are protected by United States and international copyright laws. Brookes Publishing Co. hereby grants You a nonexclusive, nontransferable, revocable license to use the Site and Services in accordance with the terms and conditions set forth in this Agreement. This license is not a sale of software or any copy of it. Brookes Publishing Co. and its licensors own and retain all title,

copyright, trademark, and other proprietary rights in and to the software (except, where applicable, open source code and applications) used to provide or create the Site and its Content and Services.

(a) Terms of Use. By accessing and using the Site in any way, You agree to, and are bound by, the terms of use as described herein:

(a) Brookes Publishing Co. makes available the Site to be used by speech-language pathologists, specialists, teachers, researchers, interventionists, and other professionals in association with TILLS in the course of their school's, agency's, or practice's service provision. The Site and Services are not intended for use by families, parents, caregivers, and/or persons under the age of 18.

(b) Users of the Site must own a copy of the TILLS Examiner's Kit. You agree that You or Your entity have purchased a copy of the TILLS Examiner's Kit.

(c) Your email address and password will be stored in the Site. Your username and password are encrypted during transmission via Secure Sockets Layer (SSL), the industry standard security protocol. Secure pages can be recognized by the lock icon on the bottom of the web browser.

(d) No Student Data are maintained or stored on the Site by Brookes Publishing Co. You should keep hard-copy record forms with original student data, save the downloadable Content in an accessible location, and conduct regular backups as necessary. You are responsible for Your own input and data. You are solely responsible for any mis-uses of data resulting from Your own errors and omissions independent of the system.

(e) Should You wish to terminate Your Account, You may submit a ticket at <http://support.brookespublishing.com/new>, selecting Product Inquiry for the Category, and selecting TILLS. Brookes Publishing Co. reserves the right to terminate Your access to and use of this Site at any time and without notice. We will terminate Your right to use the Site if You violate any of the terms of this Agreement or any other policy posted on the Site, if You use this Site for fraudulent purposes, or if we become aware that You are infringing any copyright or other intellectual property right.

(b) Privacy Policy. Brookes Publishing Co. will collect, protect, use, and report any personal information gathered at the Site as described herein:

(a) To gain access to the Site and an Account, You will provide Your name, title, and e-mail address ("User Data") and create a password. Your e-mail address will serve as a username. This information will be used to set up and maintain Your Account. Before using the Site, You must answer certain verification questions to prove that You own the TILLS Examiner's Kit. By creating an Account, You agree that Brookes Publishing Co. may contact You periodically related to TILLS and TILLS Easy-Score.

(b) Your e-mail address and password enable You to log in and use the Site and its Services. Do not disclose, share, or allow any third party to use Your e-mail address and/or password. If You forget Your password, use the Reset Password hyperlink on the site. If You become aware that Your e-mail address and/or password has been stolen or is being misused, notify Brookes Publishing Co. immediately.

(c) Brookes Publishing Co. takes precautions to protect the confidentiality and security of the User Data collected and stored in the Site by using industry-recognized security safeguards such as firewalls, coupled with carefully developed security procedures to protect Your information from loss, misuse, or unauthorized alteration.

(d) You may use the Site and Services to input Student Data collected via the TILLS and receive automatically generated scores. Student Data that You enter into the Site is only used to provide the

automatically generated scores, including those results in the automatically generated PDF. Student Data are not stored in your Account, in the Site, or by Brookes Publishing Co. Brookes Publishing Co. cannot access Student Data during or after You use the Site and Services.

(e) You are responsible for inputting, managing, storing, and sharing Student Data in accordance with Your school's or employer's guidelines. You are responsible for being aware of and complying with applicable federal, state, and local laws and regulations regarding Student Data privacy and/or confidentiality of student information. See Paragraph 8 FERPA for further guidance.

(f) Although Brookes Publishing Co. makes every effort to honor and protect our users' privacy, we may need to disclose the User Data we collect and we reserve the right to do so if required by law or in the good-faith belief that disclosure is necessary (a) to obey the law or comply with legal process served on us or our affiliates; (b) to protect and defend our rights or property or the rights and property of other users of the Site; or (c) to act in an emergency to protect the personal safety of users of the Site or the public.

(c) Technical Requirements. To use the Site and Content, You will need an Internet browser (Firefox, Safari, Chrome, or Microsoft Edge), access to the Internet, and Adobe Reader. The TILLS Easy-Score is mobile friendly and may be used with smartphones, tablets, and other mobile devices in addition to microcomputers. Meeting Technical Requirements is Your responsibility. This may include, but is not limited to, obtaining updates or upgrades from time to time in order to continue using the TILLS Easy-Score.

2. Site Access. Before using the Site, You must provide Your e-mail address and create a password and provide Brookes Publishing Co. with certain information, including but not limited to Your name and title. Brookes Publishing Co. will use this information to provide access to the Site, Services, and Content to You and to verify Your Account. You will also be asked to answer certain verification questions to prove that You own a TILLS Examiner's Kit.

3. Term of Agreement. The term of this Agreement begins when You create a TILLS Easy-Score™ Account and continues in perpetuity dependent on Brookes's decision to continue to make the Site available. At a future time, Brookes may choose at its sole discretion to change complimentary access to access on a subscription basis or for a fee. Brookes Publishing Co. reserves the right to terminate this Agreement at any time if You breach the terms of this Agreement. In this case, access to the Site and Services will be discontinued until such time as the breaches of terms are resolved to the satisfaction of Brookes Publishing Co. The following provisions of this Agreement will survive the expiration or termination of this Agreement: Protection from Unauthorized Use or Access, Limitation of Warranties, and Limitation of Liability.

4. Restrictions of Use. Use of the Site, Content, and Services is restricted as described herein:

(a) You will enter Your e-mail address and create a password in order to access the Site and its Services. You may not disclose, share, or allow any other party to use Your e-mail address and password. If You become aware that Your e-mail address and/or password has been lost or stolen or is being misused, You must immediately notify Brookes Publishing Co. by emailing implementation@brookespublishing.com.

(b) You may use the Site solely to support Your own Account-related activities and for the benefit of personnel who are employed in Your setting and/or students and their families that You serve. You may not provide access to the Services to, or utilize the Services on behalf of, any third party.

(c) When permitted by Site functionality, You may download or print the Content for Your non-commercial use for personal and/or educational purposes and/or for use in the course of Your school's agency's, or practice's service provision, provided that You keep intact all copyright and other proprietary notices. The Content may not be reproduced to generate revenue for any program or individual. This restriction is not meant to apply to reimbursement of usual and customary charges for assessment when performed with other evaluation and intervention services.

(d) The Site is owned by Brookes Publishing Co. and remains the exclusive property of Brookes Publishing Co.; You retain ownership and maintain control only of data You input, such as test information and raw scores. Brookes Publishing Co. expressly reserves the right to adjust the Site and Content and may from time to time add, modify, and/or withdraw Services.

(e) You may not modify, republish, transmit, transfer or sell, reproduce, create derivative works from, distribute, or display Content from the Site, except and only to the extent that such activity is expressly permitted by this Agreement, by then-current documentation for the Site and Services, or by written agreement with Brookes Publishing Co.

5. Protection from Unauthorized Use or Access. You agree to take reasonable efforts to protect and prevent the Site and Services from unauthorized access or use, which includes, but is not limited to, any attempt to:

(a) modify, adapt, de-compile, reverse assemble, reverse engineer, disable, deface, or adversely affect any part of the Site or Services;

(b) remove any proprietary, copyright, or other intellectual property notices from the Site or from any materials generated from the Site; or

(c) provide or permit use or access to the Site or Services in violation of any United States export control regulations or applicable federal laws.

You must use reasonable methods to ensure the security of Your e-mail address and password and immediately report any suspected unauthorized use or disclosure to Brookes Publishing Co. by emailing implementation@brookespublishing.com.

6. System Availability. Brookes Publishing Co. uses reasonable measures (a) to provide access to the Site and Services at all times, other than during scheduled maintenance periods, (b) to back up Account data on a regular basis, and (c) to secure User data from unauthorized access. Due to the nature of computer software and the Internet, it is impossible to ensure that the Services will operate with no unscheduled interruptions, and You agree that from time to time the Site and Services may be inaccessible or inoperable due to system errors or causes beyond the control of Brookes Publishing Co. or which are not reasonably foreseeable by Brookes Publishing Co., including but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Brookes Publishing Co. shall use commercially reasonable efforts to minimize any disruption, inaccessibility, and/or inoperability of the Site or Services caused by Downtime, whether scheduled or not.

7. Support. During the term of this Agreement, Brookes Publishing Co. will make available to You support options for the Site and Services via electronic mail and/or Brookes Publishing Co.'s online support features. Brookes Publishing Co. will provide technical support to assist in resolving errors or malfunction in the Site or Services and to answer technological questions that affect Your ability to use the Site or Services. For technical support, please email implementation@brookespublishing.com.

8. FERPA. If You are required to be compliant with the Family Educational Rights and Privacy Act (FERPA), You must be aware of Your obligations under, and respect the terms of, this law.

9. Limitation of Warranties. OTHER THAN THE REPRESENTATION LATER IN THIS PARAGRAPH 9, BROOKES PUBLISHING CO. MAKES NO REPRESENTATIONS WITH REGARD TO THE SITE AND ITS CONTENT AND SERVICES. THE SITE, CONTENT, AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BROOKES PUBLISHING CO. DOES NOT WARRANT THAT THE SITE, CONTENT, OR SERVICES WILL MEET YOUR REQUIREMENTS, BE ACCURATE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BROOKES PUBLISHING CO. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

10. Limitation of Liability. IN NO EVENT SHALL BROOKES PUBLISHING CO. OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SITE AND ITS CONTENT OR SERVICES BE LIABLE FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, (i) ANY ERRORS IN, OR OMISSIONS FROM, THE SITE; (ii) ANY THIRD-PARTY WEB SITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS FROM THE SITE; (iii) THE UNAVAILABILITY OF THE SITE OR ANY PORTION THEREOF; (iv) YOUR USE OF, OR INABILITY TO USE, THE SITE; (v) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE; OR (vi) ANY COMPUTER VIRUSES, WORMS, “TROJAN HORSES,” OR ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE THAT IS ATTACHED TO, OR MADE A PART OF, THE SITE BY ANY PERSON, GROUP, OR ORGANIZATION.

THIS SITE, CONTENT, AND SERVICES MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. BROOKES PUBLISHING CO. MAY MAKE CHANGES TO THE SITE, CONTENT, OR SERVICES AT ANY TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE. ALTHOUGH BROOKES PUBLISHING CO. WILL MAKE EVERY EFFORT TO UPDATE THE SITE AS APPROPRIATE, SOME OF THE SITE’S CONTENT AND SERVICES MAY FROM TIME TO TIME BE OUT OF DATE. BROOKES PUBLISHING CO. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

11. General. This Agreement and other rules, policies, guidelines, and disclaimers posted on the Site constitute the complete agreement between You and Brookes Publishing Co. with respect to TILLS Easy-Score™ and use of the Site and its Content and Services. It supersedes any prior communications, advertisements, or understandings with respect to this matter. This Agreement may only be modified or amended by written agreement signed by an authorized representative of Brookes Publishing Co. To the extent that any portion of this Agreement is found to be unlawful, unenforceable, or void for any reason, the remainder of this Agreement shall continue in full force and effect. This End User License Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, U.S.A., without regard to its principles of conflicts of law. If You have any questions regarding the Agreement, please write to Brookes Publishing Co., P.O. Box 10624, Baltimore, Maryland 21285-0624, USA, Attn: Contracts Department.

ACKNOWLEDGMENT

BY USING TILLS EASY-SCORE™ YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Print a copy of this Agreement for Your future reference.