



# Boone County Public Schools SY 2021-2022 (9-11)

**Boone County Public Schools**

500 Mero St  
Frankfort, Kentucky 40601  
United States

**Krista Decker**

Director of Assessment Support  
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**Reference: 20210406-102715273**

Quote created: April 6, 2021  
Quote expires: July 5, 2021  
Quote created by: Buddy Sampson  
Chief Academic Officer  
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4134382378

**Products & Services**

Item & Description	Quantity	Unit Price	Total
CERT Grade 9 2021+	1800	\$10.00	\$18,000.00
CERT Grade 10 2021+	1900	\$10.00	\$19,000.00
CERT Grade 11 2021+	1760	\$10.00	\$17,600.00
CLEVER Integration Fee Fee for Single-Sign-on option through Clever	3	\$216.00	\$648.00 for 1 year
CERT Quizzes	5460	\$1.00	\$5,460.00 for 1 year

**Subtotals**

One-time subtotal \$60,708.00

**Total \$60,708.00**

**Questions? Contact me**



Buddy Sampson  
Chief Academic Officer  
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ePrep, Inc.  
340 Wall Street  
Princeton, NJ 08540  
US

## LICENSE AND SERVICES AGREEMENT

THIS LICENSE AND SERVICES AGREEMENT (this "*Agreement*"), by and between ePrep, Inc. ("*ePrep*") and \_\_\_\_\_ ("*School*") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "*Effective Date*").

### WITNESSETH

WHEREAS, ePrep is in the business of licensing access to its College Equipped Readiness Tool (CERT) to schools throughout the United States;

WHEREAS, School desires that ePrep license CERT to School; and

WHEREAS, ePrep desires to license CERT to School.

### AGREEMENT

NOW, THEREFORE, ePrep and School, in consideration of the mutual covenants contained herein, hereby agree as follows:

#### I. LICENSE

ePrep hereby grants School a non-exclusive license (the "*License*"), during the Term (defined below), to use CERT through an exclusive online account created by ePrep for School (the "*School Account*"). The School Account will allow School to issue, monitor, and maintain CERT student accounts (collectively, "*Student Accounts*" and, individually, "*Student Account*"), each of which shall include grade-appropriate access to the assessment tests set forth in **Schedule 1**, attached hereto and made a part hereof.

The School Account will initially include a minimum of one hundred (100) program credits, each of which shall entitle School to create one Student Account. Program credits shall be purchased by School from ePrep in accordance with the fee schedule set forth in **Schedule 2**, attached hereto and made a part hereof. During the Term, School will have the right, but not the obligation, to purchase additional program credits in accordance with the fee schedule set forth in **Schedule 2**. For purposes of clarity, middle school credits may only be used to register students for middle school assessments and high school credits may only be used to register students for high school assessments.

Access to ePrep's SnapGrader technology shall be purchased by School from ePrep, at School's discretion, in accordance with the fee schedule set forth in **Schedule 3**, attached hereto and made a part hereof.

#### II. EPREP SERVICES

**A. School Account:** Upon execution of this Agreement, ePrep will initialize the School Account (if one does not already exist from a prior year) and provide log-in credentials to an administrative representative of School, who shall be designated the "super administrator" of the School Account.

**B. Online Training:** After the School Account has been fully initialized, ePrep will provide School with a minimum of two (2) hour-long webinar training sessions on days and at times mutually agreed upon.

**C. Customer Support:** ePrep will provide customer support to School via online chat, email, and a toll-free telephone number.

**D. Web Hosting Services:** ePrep will provide the following services:

- i. Host, manage, and make available the School Account and all Student Accounts (collectively, the "*School Program*") to School and its student end users, as appropriate.
- ii. Maintenance and general upgrades to back-end and online portions of the School Program performed in a manner, on days, and at such times so as to cause the least disruption in use and access to the School Program.

**E. Test Release Cycle:** ePrep will make assessment tests available to School during three (3) assessment periods each year in accordance with the dates set forth in **Schedule 4**, attached hereto and made a part hereof.

**F. Definition of Services.** The ePrep services set forth in subsections A-E above will be referred to in this Agreement as, the “*ePrep Services*.”

### III. OBLIGATIONS OF SCHOOL

**A. Initial Purchase:** Upon execution of this Agreement, School will pay ePrep for its initial purchase of program credits, which will include a minimum of one hundred (100) program credits in accordance with the fee schedule set forth in **Schedule 2**.

**B. Registration:** School will issue one (1) Student Account to each student end user it selects to participate in the CERT interim testing program. School will not allow two or more students to share a single Student Account. School hereby represents and warrants that it will adhere to the terms of this subsection (B) during the Term. School hereby acknowledges that its failure to comply with the terms of this subsection (B) would be a material breach of this Agreement.

**C. Restricted Account Access:** School will limit access to the School Account to its employees and/or advisors. School will safeguard its School Account log-in credentials with the same degree of care it uses to safeguard its own confidential and/or proprietary information.

**D. Restricted Test Content Access:** School will use its best efforts to (i) limit access to CERT test materials to only those students, teachers, and staff members who are actively involved in the School Program and (ii) ensure that CERT test materials are not directly or indirectly distributed to any person, group, or entity outside the School’s community. School will not permit its administrators or students to copy, distribute, and/or use CERT test materials, other than for the purpose of administering and completing CERT tests in accordance with the testing dates set forth in **Schedule 4**. For purposes of clarity, “best efforts” as used above means, among other things, that administrators will collect test booklets from students after each administration set forth in **Schedule 4** and that, following the collection of test materials, will be either destroy or securely store any and all test materials.

**E. Customer Support:** With the help of ePrep, School will provide non-technical customer support to its student end users.

### IV. Program Credits

**A. Testing Cycle:** Each program credit will entitle School to create one Student Account. Each student account will remain active throughout the academic year in which it was assigned. For purposes of clarity, a Student Account created in August or September (i.e., the beginning of an academic year) will remain active until the following June or July (i.e., the end of the same academic year), and a Student Account created in December or January (i.e., the middle of an academic year) will remain active only until the following June or July (i.e., the end of the same academic year).

**B. Student Account Renewal:** A student account that expires at the end of one academic year can be re-activated by a School administrator for any subsequent academic year. The cost of re-activating a Student Account for a subsequent academic year is one (1) program credit. For purposes of clarity, program credits can be used to create or re-activate Student Accounts.

**C. Refunds/Expiration:** Program credits are non-refundable. Program credits purchased during an academic year will expire at the end of such academic year. For purposes of clarity, program credits purchased but not used in one academic year, cannot be used in any subsequent academic year during the Term.

### V. OWNERSHIP.

**A. Ownership of Platform:** ePrep is the sole and exclusive owner of the online platform that supports the School Program (the “*Platform*”). School shall not take any action inconsistent with ePrep’s ownership of the Platform.

**B. Ownership of Test Content:** ePrep is the sole and exclusive owner of the content included in each of the CERT tests (the “*Test Content*”). School shall not take any action inconsistent with ePrep’s ownership of the Test Content.

**C. Ownership of Marks:** Title to, and ownership of, the marks of ePrep and the look and feel of the School Account and the Student Accounts will at all times exclusively remain with ePrep.

**D. Ownership of End User Information:** School is the sole and exclusive owner of all personally identifiable student-end-user information. Notwithstanding the forgoing, ePrep shall have the right to use personally identifiable student-end-user information for the purpose of creating Student Accounts, assessing student performance through Student Accounts, and generating both individual and group reports for the use and benefit of School.

## **VI. TERM AND TERMINATION.**

**A. Term:** The term of this Agreement shall commence on the Effective Date and shall expire on the date one year thereafter (the “*Initial Term*”).

**B. Termination for Breach:** Either ePrep or School may terminate this Agreement at any time in the event of a material breach by the other party (i.e., either School or ePrep, as appropriate) that remains uncured after thirty (30) days written notice thereof. If any party to this Agreement reasonably determines that its good name or good reputation has been materially and adversely impacted by action of another party, both other parties, or the agents thereof, such adversely impacted party may terminate this Agreement immediately upon written notice to the other parties (with the notice specifying in reasonable detail the items relied upon by the adversely impacted party in making that determination). For purposes of clarity, School’s violation of Section III (C) or (D) above will constitute a material breach of this Agreement by School regardless of whether ePrep can show damage done or harm incurred.

**C. Termination for Insolvency:** Either ePrep or School may terminate this Agreement immediately following written notice to the other party (i.e., either School or ePrep, as appropriate), if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days, or (iv) makes an assignment for the benefit of creditors.

**D. Effect of Termination on End User Accounts:** Expiration (or termination of this Agreement by either ePrep or School for any reason) shall result in the immediate termination of all of the Services and the License. Termination shall not limit a party from pursuing other remedies available to it.

## **VII. LIMITATION OF LIABILITY**

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND IRRESPECTIVE OF WHETHER EITHER OF THE PARTIES HAS ADVISED, OR HAS BEEN ADVISED, OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

## **VIII. AUTHORITY.**

Each party represents and warrants that it has the authority to enter into this Agreement and to perform its respective responsibilities, duties and obligations as provided herein.

## **IX. NON-SOLICITATION OF EMPLOYEES.**

No party, without the consent of the others, shall solicit for employment any employee of the other during the Term and for a period of twelve (12) months after the expiration or earlier termination of this Agreement. General solicitations or advertising for employment by one party to fill open positions in newspapers, periodicals or on the Internet, to which the employees of another party may respond, shall not be deemed to be a violation of the provisions of this Section IX.

## **X. GENERAL.**

**A. Independent Contractor/Subcontractors.** As among themselves, the parties are independent contractors with no authority, other than that set forth in this Agreement, to contract for or in any way to bind or to commit another to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of another. Under no circumstances will any party hold itself out as or be considered an agent or an employee of another. In the event either party subcontracts some of its duties or obligations hereunder to a third-party service provider, such party agrees that such act shall not limit or abridge its obligations, responsibilities, or liabilities.

**B. No Waiver.** The failure of any party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies of a party specified in this Agreement and all other rights or remedies that any party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such party. Any consent, waiver or approval by a party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

**C. Assignment.** Any party may assign its rights and/or its obligations pursuant to this Agreement to any subsidiary, affiliate and/or to a successor in interest of itself, its subsidiaries, or its affiliates, and each party acknowledges that all or substantially all of the assets or the equity interests of the others may be transferred to a third party during the Term. Assignment includes merger, acquisition, sale or transfer of all or substantially all of the common stock or assets of a party, consolidation, restructuring, reorganization or other distribution including by operation of law.

**D. Captions.** The captions are for convenience and in no way define, limit, or enlarge the scope of this Agreement or any of its Sections.

**E. Severability.** If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

**F. Survival.** The provisions of this Agreement regarding and each party's rights and obligations set forth in Sections IV, V, VII, VIII, IX, and this Section X shall survive expiration or termination of this Agreement.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements, oral or written, by and between the parties regarding all relevant aspects of the subject matter of this Agreement and supersedes all prior understandings and agreements, if any and whether oral or in writing, among the parties regarding such subject matter. The parties further agree that they are not relying upon any representations, statements, or agreements from the other as a basis for entering into this Agreement except for those expressly set forth in this Agreement. This Agreement may only be amended by an instrument in writing signed by ePrep and School.

**H. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**I. Facsimiles.** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically (e.g., in a .pdf file) in order to expedite the transaction(s) contemplated by this Agreement; (ii) each party intends to be bound by its respective signature sent by that party via facsimile or electronically; (iii) are each aware that the other will rely on signature pages sent via facsimile or electronically; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of the documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile or electronic copy. The parties covenant that each time they send a signature page via facsimile or electronically, they will in a timely manner send the other party the original signature page(s).

IN WITNESS WHEREOF, ePrep and School, each acknowledging that it has had the opportunity to review this Agreement with legal counsel, have signed this Agreement effective as of the Effective Date.

\_\_\_\_\_

**EPREP, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1**

Assessments included in CERT High School Package			
	Fall	Winter	Spring
Grade 9	9 <sup>th</sup> Grade Test 1 (CERT PLAN-length)	9 <sup>th</sup> Grade Test 2 (CERT PLAN-length)	9 <sup>th</sup> Grade Test 3 (CERT PLAN-length)
Grade 10	10 <sup>th</sup> Grade Test 1 (CERT ACT-length)	10 <sup>th</sup> Grade Test 2 (CERT ACT-length)	10 <sup>th</sup> Grade Test 3 (CERT ACT-length)
Grade 11	11 <sup>th</sup> Grade Test 1 (CERT ACT-length)	11 <sup>th</sup> Grade Test 2 (CERT ACT-length)	11 <sup>th</sup> Grade Test 2 (CERT ACT-length)
Grade 12	The two tests of the CERT – Senior Remediation Program can be administered at any time between August 15 and June 30.		
Assessments included in CERT Middle School Package			
	Fall	Winter	Spring
Grade 6	6 <sup>th</sup> Grade Test 1 (CERT EXPLORE-length)	6 <sup>th</sup> Grade Test 2 (CERT EXPLORE-length)	6 <sup>th</sup> Grade Test 3 (CERT EXPLORE-length)
Grade 7	7 <sup>th</sup> Grade Test 1 (CERT EXPLORE-length)	7 <sup>th</sup> Grade Test 2 (CERT EXPLORE-length)	7 <sup>th</sup> Grade Test 3 (CERT EXPLORE-length)
Grade 8	8 <sup>th</sup> Grade Test 1 (CERT EXPLORE-length)	8 <sup>th</sup> Grade Test 2 (CERT EXPLORE-length)	8 <sup>th</sup> Grade Test 2 (CERT PLAN-length)



## Schedule 2

CERT High School Package Fee: \$9.00 per student/year (without quizzes)\*, \*\*  
\$10.00 per student/year (with quizzes) \*, \*\*

CERT Middle School Package Fees: \$9.00 per student/year (without quizzes) (when high school in same district does NOT use CERT) \*, \*\*  
\$10.00 per student/year (with quizzes) (when high school in same district does NOT use CERT) \*, \*\*  
  
\$7.00 per student/year (without quizzes) (when high school in same district uses CERT) \*, \*\*  
\$8.00 per student/year (with quizzes) (when high school in same district uses CERT) \*, \*\*

\*Note: Students are only permitted to complete the tests that correspond with their grade level. For example, a student in 9<sup>th</sup> grade may complete the CERT Grade 9 assessments only during such student's freshman year.

\*\*Note: Schools purchasing credits must decide whether ALL of its students will have access to the quizzes or NONE of its students. Schools are NOT permitted to purchase program credits with quizzes for some students and without quizzes for others.

### Schedule 3

Administration Costs	
Administration Mode	Costs
Online	N/A
Offline	CERT provides PDF files of all assessment tests and answer sheets. If the high school or middle school opts to administer a CERT test in a traditional offline (paper-pencil) environment, the school must bear the cost of printing tests and answer sheets.
Grading Costs	
Administration Mode	Costs
Online	N/A
Offline	<p>With regard to grading tests administered in offline (paper-pencil) mode, schools generally have two options:</p> <ol style="list-style-type: none"> <li>1. They can transfer answers from offline answer sheets to online answer grids manually one student at a time, using school employees or outside contractors.</li> <li>2. They can use CERT's SnapGrader, a computer-based scanning tool, at the following prices: <ul style="list-style-type: none"> <li>• \$200 for 100 scan credits*</li> <li>• \$500 for 300 scan credits*</li> <li>• \$750 for 500 scan credits*</li> <li>• \$1,500 per year for unlimited students**</li> </ul> </li> </ol>
<p>* One scan credit can be used to grade the assessment of one student. (For purposes of clarity, this means that a school will use 3 scan credits for 1 student who takes 3 CERT assessments during a given academic year: 1 credit during the fall assessment period; 1 during the winter period; and 1 during the spring period.) Scan credits not used by a school in one academic year can be used in the next. Scan credits are not refundable.</p> <p>** Because each school has a unique CERT account, a high school and a middle school in the same district are NOT permitted to share scan credits or the use of unlimited per-year scans.</p>	

#### Schedule 4

CERT Yearly Testing Schedule			
	Fall Administration	Winter Administration	Spring Administration
Testing Period Dates	August 15 – October 31	December 1 - February 28	March 1 – June 30

# User Agreement

## Introduction

Welcome! This is the User Agreement of ePrep, Inc. ("ePrep"), a Delaware corporation with its principal office located in Princeton, New Jersey. As you probably know, ePrep hosts a website (the "Site" or this "Site") with a homepage located at [www.eprep.com](http://www.eprep.com). Included in the services offered by ePrep through the Site are study programs for various standardized tests (together, the "For-Fee Services" and, individually, as appropriate, a "For-Fee Service") and free trials and/or free diagnostic tests (together, the "Free Services" and, individually, as appropriate, a "Free Service"). This User Agreement defines the terms pursuant to which you may use the Site, including, but not limited to, your use of the For-Fee Services and/or Free Services. This User Agreement should be read carefully and in conjunction with [ePrep's Privacy Policy](#) (the "[Privacy Policy](#)"), which sets forth ePrep's policies related to the collection, use, and maintenance of information obtained from individuals who visit the Site.

## Acceptance of Terms

Please read this User Agreement and the [Privacy Policy](#) carefully because, by visiting the Site or using a For-Fee Service or Free Service, you acknowledge and accept the terms of both this User Agreement and the [Privacy Policy](#). ePrep reserves the right, from time to time, to modify, revise and update the terms of this User Agreement and the [Privacy Policy](#), and you agree to be bound by such modifications, revisions, and/or updates. We will make every reasonable effort to notify you of any significant change in this User Agreement or the [Privacy Policy](#) by posting a notice on this page, the [Privacy Policy page](#) or our home page, as appropriate. In any event, your continued use of the Site constitutes your acceptance of any modifications, revisions and/or updates to the terms of this User Agreement and the [Privacy Policy](#).

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The stylized ePrep, the stylized "e" logo, and any other trademarks on the Site, whether or not registered, are trademarks owned by ePrep (collectively, "ePrep Trademarks"). You may not use ePrep Trademarks (i) in connection with any product or service that does not belong to us, (ii) in any manner that is likely to cause confusion among users about whether we are the source, sponsor or endorser of the product or service, or (iii) in any manner that disparages or discredits us.

## For-Fee Services

Payment of Fees: You agree to pay the posted fees for the For-Fee Services. You authorize ePrep to charge your credit card for all fees you incur for use of the For-Fee Service. If ePrep does not receive payment from the card issuer, you shall pay ePrep all amounts due upon demand. ePrep may take commercially reasonable actions to validate your credit card.

Modifications: ePrep reserves the right, at its discretion, to modify the For-Fee Services at any time. You shall have the right to terminate this User Agreement by providing ePrep written notice within fifteen (15) days of any modification to the For-Fee Services that (i) results in a material decrease in the content of the For-Fee Service or (ii) materially decreases your rights or materially increases your obligations under this User Agreement. Your failure to so terminate shall constitute your acceptance of such modifications.

Government Taxes, Fees and Duties: You shall pay any taxes, including, but not limited to, personal property taxes and sales taxes, resulting from you purchase or use of the For-Fee Services. You shall pay any applicable government fees or duties associated with the purchase, delivery or use of the For-Fee Services, including, but not limited to, import fees, export fees and other fees or duties associated with customs.

Non-Exclusive License: With the proper purchase of a For-Fee Service, ePrep grants you a nonexclusive, non-transferable right to access and use such For-Fee Service during the applicable subscription period. Upon expiration of the applicable subscription period, your right to use the online portion of the For-Fee Service will automatically terminate. Your right to use the online portion of the For-Fee Service will also terminate, without refund of any part of the purchase price, at the sole discretion of ePrep, if your personal ePrep account is actively accessed from two or more unique computers at the same time.

Return Policy: You may return any For-Fee Service and receive a full refund of the purchase price, if you notify us in writing within seven (7) calendar days of purchase, provided, however, that you have not completed more than five percent (5%) of the multiple-choice questions included in the For-Fee Service purchased. You may not return a Fee-For Service after the seven-day period has expired.

Ownership: The For-Fee Services and Free Services, including without limitation all text, graphics, sounds, images, videos, and other materials included in or related thereto, are owned by ePrep, or have been licensed to ePrep, and are protected by United States and foreign intellectual property laws. Any use of the For-Fee Services or Free Services, except as permitted under this User Agreement, is strictly forbidden and may violate copyright, trademark, patent and other laws. You may not sell or modify the For-Fee Services or Free Services or reproduce, display, publicly perform, distribute, or otherwise use the For-Fee Services or Free Services in any way for any public or commercial purpose. You may not copy, disassemble, modify, reverse engineer, decompile or adapt the HTML or other code that ePrep uses to generate its web pages, videos or other content.

User Accounts: Upon completing the For-Fee Services or Free Services registration process, you will have provided ePrep with a password and an account identifier (your e-mail address). You are responsible for maintaining the confidentiality of the password and account identifier, and are fully responsible for all activities that occur under your password or account identifier. You agree to immediately notify ePrep of any unauthorized use of your password or account or any other breach of security. Furthermore, you agree that you will properly exit ("logout") from your account at the end of each session.

Termination of Account: You agree that ePrep may, without prior notice, immediately terminate your account and your access to the For-Fee Services or Free Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this User Agreement or other agreements or guidelines made part of the For-Fee Services or Free Services and thereby incorporated by herein, (b) any failure by you to pay to ePrep amounts due hereunder, as applicable, (c) providing ePrep with false or misleading information, (d) interference with other users of the Site or the administration of ePrep services, (e) requests by law enforcement or other government agencies, (f) a request by you (self-initiated account deletions), (g) discontinuance or material modification to the Site (or any part thereof, including, but not limited to, the For-Fee Services and/or the Free Services), (h) unexpected technical or security issues or problems, and (i) extended periods of inactivity.

## Use Restrictions

You may not use the Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, (c) in a manner that will violate the privacy, publicity or other personal rights of others, or (d) in a manner that is defamatory, obscene, threatening, abusive, hateful, or otherwise objectionable, in the sole discretion of ePrep.

Without limitation, ePrep specifically prohibits use of the Site for any of the following reasons:

- distributing or otherwise publishing, without ePrep's prior approval, any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services;

- soliciting other users of the Site to join or become members of any online or other service; or
- deleting, revising or otherwise editing any material posted by other persons or entities.

## Security

You may not violate or attempt to violate the security of the Site or use the Site to violate the security of other systems or web sites by any method, including, without limitation: (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures, or (c) attempting to interfere with service to any user of the Site, including, but not limited to, the For-Fee Services and the Free Services, (d) sending unsolicited e-mail, including promotions or advertising of products or services. Violations of system or network security may result in civil or criminal liability. ePrep may investigate violations of this User Agreement and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

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## Suspension of Service

ePrep reserves the right, at its sole discretion, to suspend access to the site at any time for the purpose of upgrading, redesigning, repairing or otherwise maintaining the Site. ePrep will make commercially reasonable efforts to minimize the time required to perform such upgrades, redesigns, repair or other maintenance activities.

## Termination

We reserve the right to suspend your use of this Site, including, but not limited to, your use of the For-Fee Services and/or the Free Services, if we determine, at our sole discretion, that you have violated one or more of the terms of this User Agreement. We reserve the right to suspend or restrict, in whole or in part, your access to the Site and/or to terminate this User Agreement at any time without notice for any reason, including, in the case of this User Agreement, for your violation of any of its provisions. The Disclaimer and Limitation of Liability and Governing Law sections of this User Agreement shall survive any such termination.

## Governing Law

This User Agreement will be governed by the laws of the State of New Jersey applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New Jersey and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## Jurisdiction

ePrep makes no claims that the Site, including, but not limited to, the For-Fee Services and/or the Free Services, may be lawfully viewed, downloaded or otherwise used outside of the United States. Access to, and the use of, the For-Fee Services and/or Free Services may not be legal by certain persons or in certain countries. If you access and use the For-Fee Services and/or Free Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of the all competent jurisdictions.



## Invalid Provisions and Waiver

If any of this User Agreement is found to be invalid by any court having competent jurisdiction, that invalidity will not affect the validity of the remaining portions of this User Agreement, which will remain in full force and effect. No waiver of any term by ePrep will be deemed a further or continuing waiver of such provision or any other provision.

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