IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("You" or the "Authorized User") AND ADVANCE EDUCATION, INC. INCLUDING ANY OF ITS SUBSIDIARIES OR AFFILIATED ENTITIES ("We" or "AdvancED"). BEFORE DOWNLOADING, ACCESSING, OR USING ANY PART OF eProve ("eProve" or "eProve SOFTWARE APPLICATION), YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS (the "Agreement" or these "Terms and Conditions") AS THEY GOVERN YOUR ACCESS TO AND USE OF THE eProve SOFTWARE APPLICATION. AdvancED IS WILLING TO LICENSE AND ALLOW THE USE OF eProve ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE eProve SOFTWARE APPLICATION.

1. ACCEPTANCE. If you do not agree with any of these Terms and Conditions, please do not use the eProve software application. By using the eProve software application you will be deemed to have irrevocably agreed to these terms in their entirety. Please note that we reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms and Conditions without notice at any time. Your continued use of the eProve software application will be deemed as irrevocable acceptance of any changes. By using the eProve software application, you affirm that you are fully able and competent to enter into and comply with these Terms and Conditions. We reserve the right to restrict, suspend, terminate or refuse your access to or use of the eProve software application, in whole or in part, without notice, in our sole discretion.

2. LICENSE GRANT. The eProve software application is provided by AdvancED, and these Terms and Conditions provide to you a revocable, limited, non-exclusive, non-transferable license ("License") to use the eProve software application conditioned on your continued compliance with these Terms and Conditions. These Terms and Conditions permit you to use and access the eProve software application on behalf of an Eligible Entity (i) on a mobile device, tablet, laptop, workstation, or computer and (ii) from the Internet or through an online network. You may also load information from the eProve software application into your mobile device’s, tablet’s, laptop’s, workstation’s, or computer’s temporary memory (RAM) and print and download materials and information from the eProve software application solely for your personal or business authorized use, provided that all hard copies contain all copyright and other applicable notices expressly indicating AdvancED ownership of the eProve software application contained in such materials and information. If you are using eProve on behalf of a single educational institution ("Single Institution") that purchased eProve, this License may be shared with others employed or engaged by the Single Institution ("Affiliated Users") solely for use within the Single Educational Institution that purchased the License. Nevertheless, the use of eProve by Affiliated Users will be subject to the same obligations and restrictions regarding use set forth in the terms contained herein as if they were an Authorized User. Only public and private organizations operating and/or governing an educational institution or their authorized agents ("Eligible Entities") are eligible to purchase a License or otherwise use or access eProve. By using the eProve software application, you represent and warrant that you are acting on behalf of an Eligible Entity and shall remain so for the duration of the term of the License. If you are an educational institution or a local education agency, you expressly authorize us to share any data and/or content that you upload to the eProve software application with your state education agency and/or other governmental entity lawfully authorized to regulate your activities and/or access your data.

3. RESTRICTIONS. The foregoing License is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by AdvancED through the eProve software application in any manner not expressly permitted by these Terms and Conditions. In addition, you may not modify, translate, reverse engineer, decompile, create any derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the eProve software application.
4. **USER OBLIGATIONS.** By downloading, accessing, or using the eProve software application for any of its intended purposes, you represent that you are an Authorized User and will, at all times, provide true, accurate, current, and complete information when submitting information or materials through the eProve software application, including, without limitation, when you provide information via a purchase and/or Authorized User registration and data used or uploaded in eProve including but not limited to evidence submissions, classroom observation results or survey results. You represent that when accessing eProve, you will not input, include, or upload any student-level data which may include, without limitation, personally identifiable information of any student such as a student’s name, social security number, date of birth, email address, or any other type of information that could reasonably identify an individual student. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the eProve software application. These Terms and Conditions are also expressly made subject to any applicable export laws, orders, restrictions, or regulations. All payments shall be made without any deduction or set-off for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other entity having taxing authority with respect to the Authorized User as required by law. If the Authorized User is compelled to make any such deduction, it will remit to AdvancED such additional amounts as are necessary to ensure that AdvancED receives the full amount, which would have been received by AdvancED but for the deduction.

5. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the eProve software application. Accordingly, you expressly acknowledge and agree that AdvancED transfers no ownership or intellectual property interest or title in and to the eProve software application to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the eProve software application, unless otherwise indicated, are owned, controlled, and licensed by AdvancED and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark laws, as well as other state, national, and international laws and regulations. Except as expressly provided by separate written agreement, AdvancED does not grant any express or implied right to you or any other person any intellectual or proprietary rights. Accordingly, your unauthorized use of the eProve software application may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. The eProve software application is Copyright © 2015 AdvancED and/or its licensors. All rights reserved. eProve, AdvancED®, the eProve software application and AdvancED logo, and all other names, logos, icons identifying AdvancED and its programs, products, and services are proprietary marks and/or official trademarks of AdvancED, and any use of such marks, including, without limitation, as domain names, without the express written permission of AdvancED is strictly prohibited.

6. **SUBMISSIONS.** By transmitting any suggestions, data, information, material, or other content (collectively, "submissions") to AdvancED including without limitation the submission of classroom observations, survey results, or responses to eProve’s other diagnostics, you represent and warrant that such submissions will not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to AdvancED and enable AdvancED to use such submissions. In addition, any submissions received through the eProve software application will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for AdvancED to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such submissions without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.
7. DISCLAIMER. WHILE AdvancED ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE eProve SOFTWARE APPLICATION IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ASSUME THE SOLE RISK OF MAKING USE OF THE eProve SOFTWARE APPLICATION. AdvancED MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE eProve SOFTWARE APPLICATION FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OR ANY OTHER IMPLIED WARRANTY, INCLUDING THOSE UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. AdvancED ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THE eProve SOFTWARE APPLICATION WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY DOWNLOADABLE FILES OR INFORMATION WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

8. LIMITATION OF LIABILITY. You expressly forgive and release AdvancED from any claim of harm resulting from a cause beyond AdvancED's control, including but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. HOWEVER, IN NO EVENT SHALL AdvancED BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE eProve SOFTWARE APPLICATION, THE DELAY OR INABILITY TO USE THE eProve SOFTWARE APPLICATION, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE THROUGH THE eProve SOFTWARE APPLICATION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF AdvancED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY of AdvancED FOR ANY REASON WHATSOEVER RELATED TO USE OF THE eProve SOFTWARE APPLICATION SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO AdvancED DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

9. INDEMNITY. You agree to defend, indemnify, and hold harmless AdvancED and affiliates and all of their respective employees, agents, directors, officers, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses) relating to or arising from any breach by you of these Terms and Conditions.

10. GOVERNING LAW. These Terms and Conditions have been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Georgia, U.S.A. as applied to agreements entered into and completely performed in the State of Georgia. You and AdvancED each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the State of Georgia, Fulton County, for any disputes between the parties related to or arising out of these Terms and Conditions. You hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to the use of the eProve software application, and you acknowledge that either party may seek attorney’s fees in any proceeding. Any claim you might have against AdvancED must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to the use of the eProve software application. You access the eProve software application on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the eProve software application. A printed version of these Terms and Conditions and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact AdvancED if you wish to receive a printed copy of these Terms and Conditions. If necessary, you hereby designate AdvancED as your
"authorized representative" under the Family Educational Rights and Privacy Act 20 U.S.C. 1232g (“FERPA”) to perform FERPA Approved Functions within the rules and regulations concerning student data provided by you through the eProve software application.

11. TERM AND TERMINATION. These Terms and Conditions and your right to use the eProve software application will take effect at the moment you click your acceptance or you download, install, access, or use the eProve software application and is effective until terminated as set forth below. The one-year term shall automatically renew one year from the date the individual or institution purchased or acquired the eProve software application and/or the subsequent anniversary of any successive renewal dates. These Terms and Conditions will terminate automatically if you click your rejection. AdvancED reserves the right to deny access to the eProve software application or to any portion thereof at any time on reasonable grounds which shall include, without limitation, the protection of its name and goodwill, its business, intellectual property including trade secrets and/or other Authorized Users and any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms and Conditions. These Terms and Conditions will also terminate automatically if you fail to comply with these Terms and Conditions, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate these Terms and Conditions at any time by ceasing to use the eProve software application, but all applicable provisions of these Terms and Conditions will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of the eProve software application in your possession and delete the eProve software application from your computer, mobile devices or other technology medium which may hold the eProve software application. In addition to the miscellaneous section below, the provisions concerning AdvancED’s proprietary rights, submissions, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of these Terms and Conditions for any reason.

12. MISCELLANEOUS. You acknowledge that any breach, threatened or actual, of these Terms and Conditions will cause irreparable injury to AdvancED, such injury would not be quantifiable in monetary damages, and AdvancED would not have an adequate remedy at law. You therefore agree that AdvancED shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms and Conditions. Accordingly, you hereby waive any requirement that AdvancED post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to AdvancED to enforce any provision of these Terms and Conditions. The parties agree that these Terms and Conditions are for the benefit of the parties hereto as well as AdvancED’s licensors. Accordingly, these Terms and Conditions are personal to you, and you may not assign your rights or obligations to any other person or entity except as expressly provided herein or with AdvancED’s prior written consent. Failure by AdvancED to insist on strict performance of any of the terms and conditions of these Terms and Conditions will not operate as a waiver by AdvancED of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in these Terms and Conditions is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and AdvancED a result of these Terms and Conditions or your utilization of the eProve software application. Headings herein are for convenience only. These Terms and Conditions represent the entire agreement between you and AdvancED with respect to use of the eProve software application, and they supersede all prior or contemporaneous communications and proposals, unless expressly contemplated otherwise, whether electronic, oral, or written between you and AdvancED with respect to the eProve software application.