



Online User Access License Agreement

Client ID: 10100775
Effective Date: 11/27/2017

This Online User Access License Agreement ("Agreement") is entered into on the Effective Date by and between Wonderlic, Inc. ("Wonderlic") and Crawford Central School District ("Client").

In consideration of Client's payments and acceptance of the terms of this Agreement, Wonderlic will provide Client access to certain Wonderlic services during the twelve (12) month term of this Agreement. This limited and non-exclusive license is for the following "Standard Services" and those "Service Options" specified below (collectively, "the Services"):

Standard Services (Unlimited Use)

- Wonscore Online Testing Platform
- Web-Based Training
- Unlimited Wonscore Testing

At the following Locations: City of Meadville, the Borough of Cochranon, Vernon, Union, West Mead, Fairfield, East Fairfield and Wayne Townships

Authorized Positions: Unlimited

1. PRICING AND PAYMENT:

Client agrees to pay a single payment of \$6,000.00 plus applicable taxes upon execution of this Agreement. Shipping and handling costs will be charged to Client as they are accrued.

2. AUTHORIZED USE OF THE SERVICES:

Client is authorized to administer, store, retrieve, analyze and otherwise utilize the Services in conjunction with processing individuals who are seeking employment in an Authorized Position at the Locations identified above.

3. RENEWAL:

Unless cancelled by either party in writing prior to fifteen (15) days before the termination of any term of this Agreement, this Agreement will automatically renew for an additional twelve (12) month term. Also, Client agrees that the use of any of the Services outside the term of this Agreement will be charged at Wonderlic's standard pricing rates.

4. CORPORATE AUTHORITY:

Each party signing this Agreement represents that he/she has the authority to bind his/her respective party to this Agreement.

5. ADDITIONAL TERMS AND CONDITIONS:

The Wonscore Terms of Use are hereby incorporated by reference into this Agreement.

Crawford Central School District

Name: _____

Title: _____

Signature: _____

Date: _____

Wonderlic, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

GENERAL

This Wonscore Terms of Use Agreement ("Agreement") constitutes an agreement by and between Wonderlic, Inc., an Illinois corporation with a principal place of business at 400 Lakeview Parkway, Suite 200, Vernon Hills, IL 60061 ("Wonderlic") and business entity using the Services ("Client" or "You"). This Agreement explains the terms and conditions that govern Client's use of the Services. By accessing or using the Services, You signify that you have read, understand and agree to be bound by this Agreement. Notwithstanding any other Wonscore terms and conditions, the terms herein take precedence.

1. DEFINITIONS

- 1.1 "Client Information" refers to information collected via the Services by or from Client, including without limitation information provided by Candidates.
- 1.2 "Services" refer to the Wonderlic products, services and software accessed by means of the Wonscore software.
- 1.3 "Candidate" means an individual who accesses the Wonscore software and inputs any information in response to any software prompt.

2. CLIENT DUTIES AND ACKNOWLEDGEMENTS

- 2.1 Services Content. Except for allowing Candidates to access the Services, Client shall not disclose the contents of the Services to any third party.
- 2.2 Access to the Services. Client shall use its best efforts to prevent unauthorized access to the Services. Client shall immediately notify Wonderlic of any known or suspected unauthorized use of the Services.
- 2.3 Use of the Services. Client agrees to use the Services exclusively in conjunction with evaluating Candidates for jobs within its organization.
- 2.4 Ownership of the Services. Client acknowledges and agrees that the Services are the intellectual property of Wonderlic and Client does not acquire any rights therein.
- 2.5 Payment for Services. Payment in full Net 30. Delinquent payments will accrue interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees and costs) incurred by Wonderlic in collecting delinquent amounts. You agree to pay all applicable taxes related to this Agreement.
- 2.6 Indemnification. Client shall defend, indemnify, and hold harmless Wonderlic from any third party claim arising out or related to Client's use of Services.
- 2.7 Use of the Services. The Services are designed for use in accordance with Wonderlic's user's manuals for the Services and all relevant professional and legal standards. Any modification of the Service may affect their accuracy and usefulness. The Services should only be used for the purposes for which the Services are intended, and for no other purposes. Services must be used in a secure and confidential manner. Use of the Services may be subject to certain municipal, state and federal laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, 1991, the Americans with Disabilities Act of 1990, as amended, and the regulations relating to such laws. Client agrees to abide by all such laws and regulations.
- 2.8 Accuracy of Information. You warrant that the information You have provided in connection with purchasing the Services is accurate, complete, and current.
- 2.9 Waiver of Terms. Wonderlic may waive certain terms contained herein, as well as include additional terms and/or provide the Services at a discounted fee. In such instances, the waiver, additional terms and/or the discount shall be noted and described on the relevant invoice. Client acknowledges that it accepts any waived and/or additional terms by using the Services. In the event of Client's failure to comply with any additional terms, Client will immediately remit the amount of the discount to Wonderlic upon Wonderlic's request. Wonderlic may withhold the Services until receipt of such payment.

3. WONDERLIC DUTIES.

3.1 License Grant. Subject to the terms and conditions of this Agreement, Wonderlic hereby grants You a non-exclusive, limited, non-transferable, non-sublicensable, freely revocable, license to use the Services. Wonderlic reserves all rights not expressly granted herein in the Services.

3.2 Protection of/Access to Client Information. Wonderlic shall use commercially reasonable measures to protect Client Information from disclosure to any third party. However, Wonderlic cannot guarantee that any unauthorized third parties will never be able to defeat Wonderlic's security measures or use Client Information for improper purposes. Notwithstanding anything to the contrary herein, Wonderlic will release Client Information in response to a governmental or judicial order. Moreover, Wonderlic shall use commercially reasonable efforts to retain all Client Information during the Term of this Agreement. Notwithstanding, Wonderlic shall have no liability for erased or otherwise lost Client Information and Wonderlic may permanently erase and/or restrict Client's access to Client Information if Client's account is delinquent, suspended or terminated.

3.3 Maintenance. Wonderlic shall utilize reasonable efforts to schedule maintenance for the Services during non-business hours. Wonderlic shall notify Customer of any required maintenance at least five (5) days in advance, except in those cases when it is not possible to do so.

4. REPRESENTATIONS, WARRANTIES AND LIABILITIES.

4.1 Wonderlic Warranty. Wonderlic warrants that the Services will not infringe any valid, third-party, U.S. patents or copyrights existing at the time of publication. This warranty does not extend to the use of the Services in combination with any systems, software, or equipment, supplied by a third party. If Client promptly notifies Wonderlic of an infringement claim concerning the Services and accords Wonderlic the right, at its sole option and expense, to handle the defense of the infringement claim, Wonderlic will indemnify and hold the Client harmless from/against such infringement claim related solely to the Services. Wonderlic may, in its sole discretion, furnish Client with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Services. EXCEPT AS STATED HEREIN, WONDERLIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

4.2 Damages Limitations. WONDERLIC SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CLIENT'S USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE).

4.3 Damage Caps. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WONDERLIC'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND CLIENT'S USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO WONDERLIC FOR THE SERVICES DURING THE TWELVE (12)-MONTH PERIOD PRECEDING THE INJURY GIVING RISE TO THE CLAIM.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement ("Term") shall commence on the date Client orders the Services and continue until the date specified on the order. Any Term will automatically renew unless a party provides notice to the other party of its intent to not renew at least fifteen (15) days prior to the end of the then-current Term.

5.2 Termination. This Agreement may be terminated by either party if the other party commits a material breach and such breach is not cured within fifteen (15) days of the breaching party's receipt of notice of the breach.

5.3 Survival. All provisions herein that would reasonably survive termination or expiration of this Agreement will survive termination or expiration of this Agreement.

6. MISCELLANEOUS

6.1 Independent Contractor. The parties are independent contractors. Neither party is the agent of the other, and may not bind or represent the other in any way.

6.2 Equitable Relief. Each party agrees that any breach of Sections 2.1, 2.2, 2.3, 2.7 and 3.2 would cause the injured party irreparable injury for which monetary relief would not provide adequate compensation, and that in addition to any other remedies available, the non-breaching party will be entitled to injunctive relief against such breach or threatened breach, without the necessity of proving actual damages.

6.3 Jurisdiction. This Agreement shall be governed solely by the laws of the State of Illinois without reference to any principle conflicts of law. The parties consent to personal jurisdiction of the state courts located in Lake County, IL or the federal court located in Chicago, IL.

6.4 Notices. Wonderlic may send notices pursuant to this Agreement to Client's email address and such notices will be deemed received forty-eight (48) hours after sent. Client may send notices pursuant to this Agreement to Wonderlic's General Counsel at dave.arnold@wonderlic.com and such notices will be deemed received forty eight (48) hours after sent.

6.5 Force Majeure Events. The performance of this Agreement by either party is subject to Acts of God, war, terrorist attacks, weather, earthquake, other natural disasters, labor unrest, failure of the Internet or other forces beyond the performing party's reasonable control. No delay or failure to perform will constitute a breach of this Agreement if it is due to a Force Majeure Event. The time for performance shall be extended for a period equal to the duration of the Force Majeure Event. Each party shall use reasonable efforts to minimize the delays, notify the other party promptly, and inform the other party of its plans to resume performance.

6.6 Currency. All payments shall be paid in U.S. dollars.

6.7 Assignment. Client may not assign this Agreement without Wonderlic' written consent. Except as set forth in the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

6.8 Construction. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect. This Agreement and the order set forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.