

Q-GLOBAL SYSTEM

License Agreement (the "Agreement")

PLEASE CAREFULLY READ THIS AGREEMENT BEFORE ACCEPTING BELOW. PROCEEDING WITH REGISTRATION, OR ACCESSING, USING, PRINTING, OR DISPLAYING THE SERVICES INDICATES CUSTOMER'S ACCEPTANCE OF THE TERMS OF THIS SUBSCRIPTION AND LICENSE AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER SHOULD DECLINE REGISTRATION AND CUSTOMER MAY NOT ACCESS, USE, PRINT, OR DISPLAY THE PRODUCTS OR SERVICES.

1. License Grant. Pearson Clinical and Talent Assessment is a division of Pearson Australia Group Pty Ltd ABN 40 004 245 943 ("Pearson" or "us"). Pearson grants to You, the undersigned customer (hereinafter called "You or Your"), a personal, non-transferable, non-exclusive licence to use the Q-global Scoring and Reporting System ("Q-global") to enable the administration, scoring, and reporting of the test(s) offered on the Q-global platform (the "Test(s)") and retention of examinee data during the term of this Agreement. Q-global displays Test instructions and items for onscreen Test administration or data entry, Test-related manuals, and related user documentation, Q-global coordinates Your access to specific Test(s) procured by You from Pearson and based on the data input and the report selected by You, generates Test-specific output reports, including but not limited to, profile and interpretive reports ("Reports") delivered through Q-global. Q-global also provides You with an opportunity to export Your examinee data to Your desktop or to retain the examinee data in files on Q-global.

2. Term. The term of this Agreement begins on the date this Agreement is electronically accepted by You or when You use Q-global and will continue, except as otherwise provided in this Agreement, unless or until terminated by either party.

3. Orders and Payment. All orders for Test(s) and administrations, scoring, and Reports through Q-global ("Administrations") during the term of this Agreement are subject to acceptance by Pearson, in its sole discretion, and will be fulfilled subject to Pearson's Terms and Conditions and Pearson's Qualification Requirements stated therein (click on the following link to view Pearson's [Terms and Conditions](#)) and this Q-global Licence Agreement.

You will separately purchase Test Administrations or Reports that will be delivered electronically to Your account and be available for Your use in accordance with Pearson's [Terms and Conditions](#).

Prices are set out on Pearson's website available [here](#). All prices are subject to change without notice and are inclusive of the applicable Goods and Services Tax (GST) for Customers within Australia and New Zealand. You agree to pay all applicable charges for Test Administrations or Reports at Pearson's then-prevailing rates at the time of order, together with any applicable taxes. Price changes will not affect orders in respect of which Pearson has already sent to the Customer an order confirmation.

Payment terms are 30 days for Customers with trading accounts otherwise payment must be made at time of purchase by credit card, direct deposit or cheque.

Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. The Customer is responsible for any legal and collection fees incurred by Pearson in collecting charges not paid when due.

Payment must be made in Australian dollars if the Products are supplied in Australia and in New Zealand dollars if the Products are supplied in New Zealand.

4. Use of the Test(s) and Q-global. You agree to use the Test(s) and Q-global (a) in accordance with the Terms and Conditions referenced in Pearson's then-current published catalogue and in accordance with all federal, state and local laws and regulations and (b) for the number of Administrations You have purchased from Pearson. You also agree to only use Q-global on computers that conform to Pearson's then-current published computer operating environment specifications. You agree that Pearson may install any Q-global Maintenance Release at no additional charge. You understand and agree that Pearson's Test(s) and Q-global are meant to be used as tools to supplement You in the overall assessment process, and are not intended or designed to be used alone or replace Your professional judgment. You shall not grant sublicences, assign or transfer (including transfer by rental) Q-global or use Q-global to benefit any third party without the prior written consent of Pearson.

5. Protection of Test(s) and Operating System. The Tests(s) and the Q-global operating system are the proprietary property of Pearson and/or its licensor(s) and contain trade secrets, copyrighted works and, in certain cases, patented intellectual property, owned by Pearson and/or its licensor(s). The placement of a copyright notice on any portion of the Test(s) or Q-global does not mean that they have been published and will not derogate any claim by Pearson and/or its licensor(s) of trade secret protection. Title to the Test(s) and Q-global and copies thereof, and all intellectual property rights protecting the Test(s) shall remain with Pearson and/or its licensor(s) and Q-global shall remain the property of Pearson and/or its licensor(s).

6. Privacy and Examinee Data.

In this Section 6, "personal information" has the meaning given to that term in the *Privacy Act 1988* (Cth).

(a) You shall, before the time Pearson collects personal information about an individual through that individual undertaking any test or assessment on the Q-global platform:

- on behalf of Pearson: (i) expressly inform that individual that if that individual consents to the disclosure of personal information about that individual by Pearson to a third party who is not in Australia or an external Territory, subclause 8.1 of the *Privacy Act 1988* (Cth) will not apply to the disclosure; and (ii) after having so informed that individual, obtain without duress the consent of that individual to the disclosure; and
- on behalf of Pearson, notify that individual of, or otherwise ensure that that individual is aware of, the content of Pearson's Privacy Collection Statement.

(b) If You are not able to comply with any of the requirements under Section 6(a), You shall:

- not permit the individual referred to under Section 6(a) to undertake any test or assessment on the Q-global platform; and
- not permit the personal information of the individual referred to under Section 6(a) to be entered into the Q-Global platform.

(c) You understand that You may be allowed to export Your examinee data at any time. If You choose to store examinee data on Q-global, Pearson will regularly backup the examinee data stored in the Q-global data base and will securely store these backups. However, You must make regular backups and agree that You release Pearson from any failure in the database system.

7. Restrictions on Use

(a) You agree not to copy or duplicate (other than as expressly permitted under this Agreement), modify or alter physical or electronic characteristics of the Test(s) or the Q-global operating system or to dismantle or reverse engineer any part of the Test(s) or Q-global.

(b) Because Q-global and its outputs, including but not limited to Reports, are protected as trade secrets, except as expressly provided in this Section 7, these **TRADE SECRETS ARE NOT PERMITTED TO BE DISCLOSED**. You agree that You will not directly or indirectly disclose any trade secrets of Pearson and/or its licensor(s) under this Agreement without the prior written consent of Pearson.

(c) You may excerpt portions of the Reports, limited to the minimum text necessary to accurately describe Your significant core conclusions, for incorporation into Your written evaluation of the individual test taker, in accordance with Your profession's citation standards, if any.

(d) You may not, under any circumstance, copy or reproduce in any form the text or graphic image of any Test question or Test item without Pearson's prior written permission.

8. Test(s) Availability. Pearson's rights to make available Test(s) and Administrations are subject to agreements between Pearson and the Test owners/licensors. There is no assurance that Pearson will be able to provide any particular Test now or in the future. If Pearson is unable to sell Administrations with respect to a particular Test, You may continue to use any previously purchased Administrations. You agree that Pearson will not be liable to You in any manner whatsoever for any future unavailability of Test(s) or Administrations.

9. Support. You may contact Pearson's Technical Support for help in operation of Q-global, by telephone during Pearson's regular Technical Support business hours. Phone 1800 882 385 (Australia) or 0800 942 772 (New Zealand) 8.00 am to 5.30 pm AEST or email info@pearsonclinical.com.au

10. Migration of Data. In the event that You have existing examinee data for the Test(s) on other Pearson platforms, Q-global may permit You to migrate the examinee data from other Pearson platforms to Q-global. If this migration is permitted by Q-global and elected by You, You agree that You are responsible for complying with Pearson's migration protocol and ensuring the correctness of the examinee data before and after migration.

11. Warranty. Pearson does not provide any warranty in relation to any non-Pearson Test (a "Pearson Test" is a test published directly or under licences by Pearson), and to the fullest extent permitted by law excludes any liability with respect to any infringement arising out of the use of Pearson Test(s) or Q-global in combination with systems, equipment, programs or platforms not supplied by Pearson. If any claim arises that the Pearson Test(s) or Q-global infringes any right (including any intellectual property right) of any third party ("infringement claim"), or if Pearson becomes aware of the possibility of such a claim, then Pearson may, in its sole discretion (a) furnish You with non-infringing replacement Test(s) within sixty (60) days; or (b) terminate this Agreement in whole or in part and repurchase Your unconsumed Administrations. The foregoing is Your exclusive remedy in relation to any infringement claim.

Where any applicable legislation implies any warranties, guarantees or conditions or imposes obligations upon Pearson which cannot be excluded, restricted or modified except to a limited extent, this agreement must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which Pearson is able to do so, its liability will be limited, at its option, to (a) in the case of any products supplied by Pearson, either (i) replacement of the products or supply of equivalent goods, (ii) repair of the products, (iii) payment of the cost of replacing the products or acquiring equivalent goods, or (iv) payment of the cost of having the products repaired; or (b) in the case of any services performed by Pearson, either: (i) the performance of the services again; or (ii) the payment of the cost of having the services performed again.

12. Termination. Either party shall have the right to terminate this Agreement, including any licences, if the other party breaches any term under this Agreement and fails to cure the same within thirty (30) days after receipt of written notice of default (except that there shall be no cure period for Your breach under Sections 4, 5 or 6 of this Agreement). Pearson shall have the right to terminate this Agreement on written notice without any liability to You, if for any reason Pearson is or becomes unable to provide any of the Test(s) or Q-global. If this Agreement is terminated for any reason, Pearson will allow you access to Q-global for not more than thirty (30) days for the sole purpose of exporting Your data. This Section 12, as well as Sections 13, 14 and 15 below, shall survive any termination of this Agreement.

13. Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold Pearson and its officers, employees and agents harmless against all claims, charges, liabilities, demands, damages, losses, expenses and costs of whatever nature (including legal and other professional fees and expenses on an indemnity basis and the costs of defending, prosecuting or settling any claim, and any loss of profit, goodwill, business or opportunity and any other direct and indirect, special, incidental or consequential losses or damages) and howsoever arising (including, without limitation, in contract, tort (including negligence), equity, restitution, strict liability or under statute) incurred or suffered by Pearson or any of its officers, employees or agents directly or indirectly in connection with any breach by you of any term of this agreement, any of the terms and conditions, any of the usage rules in relation to the test(s) or other materials or software provided to you under this agreement, or any applicable law (including, without limitation, privacy law); or your use of the test(s) pursuant to this agreement and/or your failure to perform the other terms of this agreement.

14. Active Accounts. As long as You have an active account (defined below), Your usages will remain accessible and available for You and any Authorized Users of the account without expiration. Accounts deemed dormant (as defined below) will have all data (including client scores, history, etc.) and digital allocations (usages, inventory, manuals, etc.) permanently expunged from the system (after notice has been provided to the Account owner) and will no longer be retrievable by the customer or Pearson.

- An Account refers to this Q-Global account.
- An “Active Account” is defined as any account that has a paid License within the past twenty four (24) months.
- A “Dormant Account” is defined as any account that has not had an Active Account in the last twenty four (24) months.

“Appropriate Notice” is defined as communication efforts (email or letter) by Pearson with no less than six attempts to contact You (the “Account Owner”) over a ninety (90) day period after the account is deemed a Dormant Account using the contact information (phone, email and billing address) on file for the account in question. The Appropriate Notice will include one or more of the following: notice that the account should be reactivated or that all client information for all Authorized Users should be downloaded from the Pearson system prior to a specific date. If Pearson does not receive an appropriate response, The Customer and all Authorized User’s data will be permanently deleted and will no longer be available.

15. Liability. Pearson’s total aggregate liability for loss or damage relating to this agreement and/or the test(s) or your use or inability to use the test(s), howsoever arising (including, without limitation, in contract, tort (including negligence), equity, restitution, strict liability or under statute) in respect of any and all claims shall be limited to the charges paid by you for the test(s) involved. This is your exclusive remedy. In no event shall Pearson be liable to you for any claim made against you by any other party or for any claim made by you for lost business or profits, or for indirect, special, incidental or consequential losses or damages, even if Pearson has been advised of the possibility of such claim, losses or damages.

16. Support You may contact Pearson’s Technical Support for help in relation to the operation of Q-Global, by telephone during Pearson’s regular Technical Support business hours as follows: Phone 1800 882 385 (Australia) or 0800 942 772 (New Zealand) 8.00 am to 5.30 pm AEST or email to info@pearsonclinical.com.au.

17. General.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VICTORIA, AUSTRALIA. You and Pearson submit to the non-exclusive jurisdiction of the courts with jurisdiction in the State of Victoria, Australia. This Agreement constitutes the entire agreement between You and Pearson concerning the subject matter of this Agreement, and supersedes all discussions, proposals, bids, invitations, orders, and

other communications, oral or written, on the subject matter of this Agreement. The terms of this Agreement are subject to change by Pearson without notice. The terms of this Agreement published and applicable at the time of order shall govern each order. The terms of this Agreement may not be waived, amended, or modified in any way except by Pearson. If any one or more provisions of this Agreement are found to be illegal or unenforceable, that provision/ those provisions shall be read down to the extent necessary to overcome the difficulty and the remaining provisions will be enforced to the maximum extent possible. To the extent any purchase order from You conflicts with or amends this Agreement in any way, this Agreement, as unmodified, will prevail.

I ACCEPT THE TERMS AND CONDITIONS by clicking the Accept button or use the systems

I DECLINE THE TERMS AND CONDITIONS by clicking the Decline button

License version effective date November 2015