



**Data Recognition Corporation**  
**TABE Online and/or CLAS-E Online License/Subscription Agreement**

This License Subscription Agreement (“Agreement”) is by and between the parties hereto (the “Effective Date”), Data Recognition Corporation, with offices at 13490 Bass Lake Road, Maple Grove, Minnesota 55311 (“DRC”) and (“Licensee”) and is a non-exclusive and non-transferrable license to use DRC’s proprietary online software products(s) and services indicated on Contract/Purchase Order (the “Service”) in accordance with the terms and conditions of this Proprietary Online Software Use License (the “License”) and on the Customer Specifications form. DRC and Licensee agree as follows:

**1. Term and Services**

The “Term” of this License commences on the “Effective Date” in the Contract/Purchase Order and shall continue for a period of twelve (12) months (the “License Term”), during which time Licensee may submit individual orders (each, an “Order”) for administrations of one or more of the Services noted in the Contract/Purchase Order. Each Order for administrations of a Service or Services will be valid for a twelve (12) month period (the “Order Term”), and shall commence on the Service Activation Date of each specific Order. At the end of each such 12-month Order Term, the unused administrations of the Service(s) will expire. This License will automatically expire at the end of the twelve (12) month License Term, unless terminated earlier pursuant to Section 13(e) of this License.

**2. Additional Services**

Additional services, such as training or additional administrations (“Additional Services”), may be added to this License in the future by mutual agreement of the parties set forth in a written instrument signed by an authorized signatory of each party. Licensee must provide DRC with a new Order and updated Customer Specifications Form for such Additional Services.

**3. Acceptance**

All Orders placed by Licensee (by submitting an Order and updated Customer Specifications Form), are subject to acceptance by DRC, including without limitation credit approval and availability. If an Order is accepted, DRC will notify Licensee of both the Order acceptance and the date the Service is made available to Licensee (the “Service Activation Date”).

**4. Invoices**

The Licensee agrees to pay DRC, as invoiced by DRC, a “License Fee” for the Service(s) ordered on each twelve-month Order (the “License Fee”) in accordance with DRC’s pricing. Payment terms are: NET thirty (30), Date of Invoice. License Fees are exclusive of any sales, use, excise or other applicable taxes by any federal, state, provincial, or local taxing authority, which taxes will be paid by Licensee. Licensee will furnish an exemption certificate, if exempt. If a Purchase Order is required, Licensee agrees to forward such purchase order to DRC within ten (10) days. If payment is not received, DRC may suspend the Service, among other remedies. Licensee may increase contracted Orders for Services and add new Service(s) Orders at any time during the License Term at DRC’s then-current License Fee rates as set forth in DRC’s then-current Catalog. In the event of early termination of the License or the end of any 12-month Order Term, no refunds will be issued for unused administrations of Services.

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