



4LTR PRESS ONLINE SERVICE AGREEMENT

Last modified: August 18, 2015

Welcome to 4LTR Press Online (for short, “4LTR”)! This Service Agreement is between you and Cengage Learning, Inc. (“Cengage”) and describes the terms that apply to the provision, use and access to 4LTR. You and Cengage (collectively, the “Parties”) agree as follows:

1. Agreement Structure.

1.1 Cengage is willing to provide 4LTR (and the 4LTR Offerings) to you only on the condition that you first accept this 4LTR Service Agreement (the “Agreement”). **You accept this Agreement by (1) signing an offline Order, (2) clicking the “I Accept” button (or functional equivalent) where this option is made available to you as part of an online Order, (3) opening a package that states the opening of that package will indicate your acceptance of this Agreement, or (4) actually accessing or using 4LTR (in which case, your use of 4LTR constitutes acceptance of this Agreement from that point onwards). If you are accepting this Agreement on behalf of a Person, you represent that you are duly authorized to bind that Person to this Agreement. If you do not have that authority, or if you do not agree to the terms of this Agreement, you must not accept this Agreement (and you must click the “I Decline” button (or functional equivalent) where this option is made available to you as part of the online Order) and you shall not access or use 4LTR.** Capitalized terms used in this Agreement have the meanings stated in Section 20 (Definitions) unless stated otherwise.

1.2 Access to 4LTR is void where prohibited. 4LTR is intended solely for use by individuals who are 13 years of age or older. You shall not register for, use, or access 4LTR if you are under 13. If you are entering into this Agreement on your own behalf, you represent that you are at least 18 years of age and have the legal capacity to enter into this Agreement. If you are 13 or older but under 18 years of age, your parent or guardian must enter into this Agreement on your behalf, and that parent or guardian represents that he or she accepts this Agreement on your behalf and that you are 13 or older.

1.3 Cengage may change this Agreement on one or more occasions. You shall review this Agreement periodically to be aware of any such changes. Your continued use of 4LTR after any such changes constitutes your consent and Agreement to those changes. Cengage last modified this Agreement on the date stated at the top of this Agreement. Cengage will notify you of any such changes by posting a notice of the changes (which might include posting a new Agreement) on 4LTR, any changes will be effective upon that posting. Cengage may supplement any such notices by notifying you through one or more of the means stated in Section 19 (Notices). This Agreement is also accessible through the 4LTR Service Agreement link www.cengage.com/4ltrpressonline-service-agreement so that you can reference it at any time.

1.4 You hereby consent to this Agreement (including your Orders) being formed electronically without the need for a signature by either you or Cengage. A printed version of

this Agreement (including an applicable Order) and of any notice given by Cengage under this Agreement in electronic form is admissible in adversarial proceedings arising out of this Agreement to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by Cengage.

2. Description of 4LTR.

2.1 Cengage provides you, as part of 4LTR, with use of a web browser interface, data transmission, data access, data storage, and remote access to 4LTR and use of 4LTR Offerings. Each Order will specify the applicable 4LTR Offering charges (if any) and any additional terms (including length of subscription term) applicable to that Order's 4LTR Offerings. If an Order conflicts with this Agreement (excluding that Order), this Agreement (excluding that Order) will prevail unless the Order specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that those conflicting Agreement terms will not apply to that particular Order.

2.2 Cengage may specify to you procedures and protocols (including supported web browser configurations) according to which you can establish and obtain access to 4LTR. Cengage is not required to provide to you or support any type of internet or network communications connections unless expressly stated in an Order. You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use 4LTR.

2.3 Cengage may, without liability to you, modify or discontinue any part of 4LTR with or without notifying you, except Cengage shall notify you (in the manner specified above for changes to this Agreement) of substantial changes to 4LTR. Modifications might include changes in the pricing structure, the addition of new 4LTR Offerings, and the withdrawal of certain 4LTR Offerings or parts thereof (for example, if Cengage no longer has sufficient rights to offer a 4LTR Offering under this Agreement or Cengage has reasonable grounds to believe a 4LTR Offering is infringing, defamatory, unlawful, or otherwise objectionable).

3. Use of 4LTR, Including 4LTR Offerings and 4LTR Content.

3.1 **Permitted Use:** You may use 4LTR for the Permitted Use and shall not use 4LTR for any other purpose.

3.2 **4LTR Offerings:** 4LTR Offerings (including 4LTR Offerings added to 4LTR through an online ordering process after your initial Order) are governed by the terms of this Agreement, unless the Order for that 4LTR Offering states that the 4LTR Offering is provided under a separate 4LTR Offering Agreement, in which case that 4LTR Offering is governed by the terms of that separate 4LTR Offering Agreement. You shall use 4LTR Offerings in compliance with the additional terms specified in the applicable Order and the guidelines or rules posted in that 4LTR Offering. Except as otherwise provided in the applicable Order, (1) you shall use 4LTR Offerings solely with 4LTR and (2) the subscription terms for each 4LTR Offering, including 4LTR Offerings added after your initial Order, are coterminous with the subscription term for the 4LTR Title associated with that 4LTR Offering.

3.3 **Shared Content:** If a certain part of 4LTR (including a particular 4LTR Offering) contains Shared Content, subject to your compliance with this Agreement (including

the use restrictions specified in an applicable Order), you may modify and create Derivative Works of the Shared Content and copy, distribute, display, perform, and otherwise use those modifications, Derivative Works, and Shared Content, by means of any media or delivery technology now known or hereafter devised, for the Permitted Use and shall not use those modifications, Derivative Works, or Shared Content for any other purpose.

3.4 Cengage Content: You may (1) modify and create Derivative Works of Modifiable Cengage Content, (2) reformat and print copies of Cengage Content (including your modifications and Derivative Works of Modifiable Cengage Content) when the capability to reformat and/or print that Cengage Content is made available on 4LTR (for example, through your web browser's File -> Print option), and (3) use Cengage Content (including your modifications and Derivative Works of Modifiable Cengage Content) for the Permitted Use and shall not use those modifications, Derivative Works, or Shared Content for any other purpose. You shall not modify or create Derivative Works of Non-Modifiable Cengage Content.

3.5 Instructor Use: If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and Derivative Works of Modifiable Cengage Content) in (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class, who are required to accept this Agreement and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (also known as a class) for which the 4LTR Title has been adopted and is concurrently being used.

3.6 Prohibited Uses: You shall not: (1) resell or otherwise transfer access codes to 4LTR or 4LTR Offerings; (2) sell, resell, or otherwise commercially exploit in any way 4LTR (including access to or use of 4LTR); (3) remove, obscure, or modify the proprietary notices, including copyright, trademark, and patent notices, included in 4LTR; (4) except as otherwise permitted under Section 3.3 (Shared Content) or Section 3.4 (Cengage Content), modify or create Derivative Works based on 4LTR; (5) except as otherwise permitted under Section 3.4 (Cengage Content), reproduce Cengage Content; (6) except as otherwise permitted under Section 3.3 (Shared Content), Section 3.5 (Instructor Use), or Section 3.8 (Institution Subscription), publicly display, transmit, disseminate, or distribute 4LTR Content or any of your rights under this Agreement to another Person, including another Person in your organization or institution; or (7) create internet "links" to 4LTR or "frame" or "mirror" 4LTR Content on any server or wireless or internet-based device.

3.7 Permissions: If you wish to request permission to use 4LTR (including 4LTR Content) for a purpose other than the Permitted Use or in a manner not permitted under this Agreement, or if you have a question about the proper way to include the required 4LTR proprietary notices, you should use the information available at <http://www.cengage.com/permissions/> to contact the appropriate Cengage representative.

3.8 Institution Subscription: This Section applies only if an applicable Order specifies that you are acquiring a 4LTR Offering subscription for an institution. To the extent this Section conflicts with any other provision of this Agreement, this Section will prevail. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and

administrative staff (collectively, “Authorized Users”) to access and use the applicable 4LTR Offering for the Permitted Use, on condition that those Authorized Users accept this Agreement before or during their first use of that 4LTR Offering. For 4LTR Offering subscriptions that include a limit on the number of Authorized Users, Authorized Users include all individuals authorized to use the 4LTR Offering, regardless of whether any such individual is actively using that 4LTR Offering at a particular time. You shall ensure that Authorized Users and Persons that use 4LTR through your password and account comply with this Agreement. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of 4LTR through your password and account, including ensuring that an Authorized User stops use of 4LTR after that Authorized User is no longer associated with your institution.

4. User Information and Privacy.

4.1 In order to access 4LTR, you must provide certain User Information. You represent that your User Information is true and accurate, and you shall maintain and update your User Information as necessary to keep it true and accurate.

4.2 Cengage may use and disclose information Cengage obtains through your use of 4LTR, including your User Information, in accordance with this Agreement and Cengage’s Privacy Statement. This Agreement will prevail if this Agreement provides Cengage with broader use and disclosure rights than the Privacy Statement. You may access Cengage’s current Privacy Statement, whose terms are incorporated herein by reference, by clicking on this link: <http://www.cengage.com/privacy/>. If you do not consent to the terms of Cengage’s Privacy Statement (as modified by this Agreement), you must not accept this Agreement and you shall not use 4LTR.

4.3 Because 4LTR is a hosted, online service, Cengage occasionally may notify all 4LTR users of significant announcements regarding the operation of 4LTR (whether or not they have opted out of receiving communications from Cengage as further described in Cengage’s Privacy Statement) electronically. Cengage may disclose the fact that you are a 4LTR user and a factual description of the 4LTR Offerings you are using.

4.4 4LTR uses web browser cookies to facilitate registration processing, to validate user role (for example, instructor or student) upon login, and to provide a personalized user experience.

4.5 Some activities within 4LTR might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage shall not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to being included in (and Cengage’s disclosure of) any such statistical analysis the information you submit while participating in an activity that uses information entered by users for statistical analysis.

4.6 Cengage shall not disclose to any Persons not affiliated with Cengage User Information associated with your use of 4LTR, except as follows:

- (1) If you are a student, your instructors and course administrators may access User Data

associated with your use of 4LTR (including User Data you Post while using 4LTR), including (A) accessing User Data contained within application rosters, grade books, or communication tools that facilitate instructor and student engagement, and (B) exporting User Data from 4LTR for the purpose of maintaining educational records;

- (2) Cengage may disclose User Information upon the request of the educational institution, school district, or system in which you are enrolled or by applicable state educational authorities, including where that disclosure is requested for evaluation of student or instructor participation in 4LTR activities or 4LTR's educational efficacy or other educational or administrative purposes;
- (3) Cengage may disclose User Information to faculty and other members of your institution or organization to facilitate the investigation of allegations of your suspected breach of this Agreement or engaging in academic misconduct or other conduct prohibited by your academic institution or workplace;
- (4) Cengage may collect, use, sell, license, disclose, and otherwise distribute data about you and your use of 4LTR (including demographic data and data associated with use of 4LTR such as clickstream patterns and the amount of time spent in certain activities within 4LTR) in aggregated form (so that no user is personally identifiable) or so long as Cengage otherwise has removed your name and all other personally identifiable information from that data; or
- (5) Cengage may disclose User Information as otherwise permitted by Sections 4.5, 6.3, and 6.4.

5. Payment of Charges.

5.1 If you subscribe to a paid 4LTR Offering, you shall pay all applicable charges for that 4LTR Offering in accordance with the amounts stated in the applicable Order. Unless another form of payment is specified in the applicable Order, Cengage will bill your credit card (for purposes of this Agreement, the term "credit card" includes a credit card or a debit card) for those amounts, and Cengage will bill your credit card before service. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of changes in that information. You acknowledge that the Agreement between you and the applicable credit card issuer governs your use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card.

5.2 If any authority imposes a tax, duty, levy, or fee, excluding those based on Cengage's net income, upon 4LTR Offerings supplied by Cengage under this Agreement, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation.

5.3 If Cengage does not receive payment from your credit card issuer, upon demand you shall pay the overdue amount by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for 4LTR Offerings, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

5.4 If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

5.5 All 4LTR Offering purchases and subscriptions are nonrefundable, nonreturnable, and cannot be exchanged. Until your subscription to a 4LTR Offering is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the 4LTR Offering.

5.6 If you fail to pay according to the terms of this Agreement Cengage may, without prejudice assert its other rights and remedies, (1) charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your subscription and/or access to the applicable 4LTR Offering or 4LTR Offerings, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorneys' fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

6. User Conduct.

6.1 You shall comply with all applicable laws and regulations and generally accepted standards of online etiquette and conduct while using 4LTR. If the applicable part of 4LTR (including a 4LTR Offering) contains Online Forums, you shall use the Online Forums only to Post and receive User Content that is proper and related to the particular Online Forum. You acknowledge that Online Forums are not private communications, and therefore your User Content Posted thereto may be accessed by others without your knowledge. Online Forum administrators are not authorized Cengage spokespersons, and their views do not necessarily reflect those of Cengage. You shall not:

- (1) Post User Content that is tortious, defamatory, libelous, deceptive, or fraudulent;
- (2) Post User Content that is hateful, threatening, abusive, harassing, pornographic, incites violence, or contains nudity or graphic or gratuitous violence;
- (3) Post User Content that infringes or violates the law or another Person's rights (including copyrights, patents, trademarks, service marks, trade names, trade secrets, publicity, privacy, or other intellectual property, personal, or contractual rights);
- (4) Post User Content that constitutes unauthorized or unsolicited commercial communications (including "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (5) Post User Content that contains software viruses or any other malicious computer code;
- (6) Post User Content that undermines the pedagogical purpose of the Course with which 4LTR is being used, including by Posting answers to questions contained in 4LTR;
- (7) Bully, intimidate, or harass another 4LTR user;

- (8) Impersonate another Person, including a Cengage employee or representative, or falsely state or otherwise misrepresent your affiliation with another Person;
- (9) Use automated means (including harvesting bots, robots, spiders, or scrapers), or a manual process having similar functionality, to access or copy any part of 4LTR (including any 4LTR Content);
- (10) Solicit another 4LTR user's login information or access a 4LTR account belonging to another Person;
- (11) Breach security of another account or attempt to gain unauthorized access to another network or server or otherwise use 4LTR in any manner that (A) could potentially cause Cengage to violate any laws or rights of other Persons or otherwise incur civil or criminal liability or be subject to public scorn or ridicule or (B) otherwise harms Cengage's reputation or good will;
- (12) Obtain or attempt to obtain any 4LTR Content that has not been intentionally made publicly available either by their public display on 4LTR or through their accessibility by a visible link on 4LTR;
- (13) Interfere with another Person's use and enjoyment of 4LTR;
- (14) Access 4LTR to monitor its availability, performance, or functionality, or for any other benchmarking or competitive purposes;
- (15) Violate the security of 4LTR or attempt to gain unauthorized access, through hacking, password mining, or any other means, to 4LTR, 4LTR Content, or the computer systems or networks connected to 4LTR. Users who violate systems or network security may incur criminal or civil liability;
- (16) Do anything that could disable, overburden, or impair the proper working of 4LTR or computer systems or networks used to provide 4LTR;
- (17) Use 4LTR to do anything unlawful, misleading, malicious, or discriminatory; or
- (18) Facilitate or encourage breaches of this Agreement. You are liable for actions taken by another Person related to the subject matter of this Agreement that you authorize, assist, facilitate, or encourage.

6.2 Cengage neither endorses nor assumes liability for Content Posted by 4LTR users, and although Cengage may provide you with the ability to store and access User Content on 4LTR, Cengage does not endorse the User Content or deem the User Content to be suitable under the terms of this Agreement. Although Cengage generally does not actively screen, monitor, or edit the Content Posted by 4LTR users, Cengage may (but is not required to) disable access to or remove that Content, regardless of whether it violates the standards for User Content stated in this Agreement. Cengage is not liable for any failure or delay in disabling access to or removing any such Content. You hereby consent to and waive all claims against Cengage arising out of any such removal of your User Content. Cengage may conclude that your User Content is unsuitable in accordance with Cengage's standards, and Cengage may

come to that conclusion even if it is based upon Cengage's opinion or mere suspicion (regardless of whether that opinion or suspicion is proven to be well-founded) or if Cengage provides 4LTR to other users despite those users' Content having the same or similar characteristics as your User Content; Cengage may terminate your access to 4LTR to prevent further Posting of unsuitable User Content.

6.3 Cengage may investigate reported breaches of this Agreement, complaints about your use of 4LTR, and any other situation that could potentially cause Cengage to violate any laws or rights of other Persons or otherwise incur civil or criminal liability, and Cengage may take any action that Cengage determines to be appropriate and reasonable under the circumstances to protect itself, its customers, and/or other Persons, including suspending or terminating (with or without notifying you) your account and access to 4LTR. If Cengage takes any such corrective action, Cengage is not required to refund to you unused prepaid charges.

6.4 To comply with applicable laws and governmental requests, to protect Cengage's systems and customers, or to ensure the integrity and operation of Cengage's business and systems, Cengage may, as permitted by applicable law, access and disclose to others information Cengage considers necessary or appropriate, including personally identifiable information associated with your use of 4LTR (for example, your name, email address, physical address, username and password, and activity results) and User Data residing on Cengage's computer systems. Cengage also may report to appropriate law enforcement officials, regulators, or other appropriate Persons activity that Cengage suspects violates any law.

7. User Content.

7.1 You hereby grant Cengage an irrevocable, nonexclusive, paid-up, and worldwide license to modify and create Derivative Works of the User Content and copy, distribute, display, perform, and otherwise use those modifications, by means of any media or delivery technology now known or hereafter devised, for the purposes of operating and promoting 4LTR, with the right to sublicense and assign to others any of the foregoing. This license will terminate when you remove your User Content from 4LTR (although removed User Content might persist in backup copies, in which case the foregoing license will continue with respect to those backup copies, for a reasonable period of time) except with respect to your User Content that constitutes Shared Content that has not been fully removed from 4LTR by other users. You hereby waive (and shall obtain the waiver of) all moral rights (personal rights associated with authorship of a work under applicable law, including the rights to approve modifications and to require authorship identification) in the User Content Posted by you. You represent that (1) you have obtained, or you shall obtain, all consents and waivers of other Persons, including those required for the use of names, likenesses, and voices and the release of publicity or privacy rights, necessary to permit Cengage to exercise the rights and licenses granted hereunder with respect to the User Content, and (2) Cengage is not required to make any payments by reason of any such exercise.

7.2 In addition, with respect to User Content you Post to a Shared Content area of 4LTR, you hereby grant Cengage an irrevocable, perpetual, nonexclusive, paid-up, and worldwide license to (1) modify and create Derivative Works of that User Content and (2) grant other 4LTR users sublicenses to those modifications, Derivative Works, and User Content that are similar in scope to the rights you have with respect to Shared Content under Section 3.3

(Shared Content), with the right to sublicense and assign to others any of the foregoing.

7.3 This Agreement does not convey to Cengage any ownership interest in your User Content. You acknowledge that your interest in User Content that consists of modifications or Derivative Works of Shared Content is subject to the ownership rights of the owner of any such Shared Content.

8. Non-Cengage Sites and Information. 4LTR might contain links to non-Cengage sites on the internet, or otherwise include references to information, software, materials, and/or services provided by other Persons. These non-Cengage sites might contain content that some people find inappropriate or offensive. These non-Cengage sites and other Persons are not under Cengage's control, and Cengage is not liable for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of any such sites, nor is Cengage liable for errors or omissions in references to other Persons or their products and services. The inclusion of any such link or reference is provided merely as a convenience and does not imply Cengage's endorsement of, or association with, the non-Cengage site or other Person, or constitute an express or implied warranty. You use any such links and the content accessed thereby at your own discretion and at your own risk. You shall direct your concerns regarding these non-Cengage sites to the applicable site administrator and not to Cengage.

9. Intellectual Property.

9.1 Cengage (or one or more of Cengage's suppliers) owns all intellectual property rights in 4LTR, Cengage Content, and Shared Content Posted by Cengage. Cengage reserves all rights not expressly granted under this Agreement. Portions of 4LTR or 4LTR Content might include items provided by Cengage's suppliers, and those suppliers are intended third party beneficiaries of this Agreement and may enforce this Agreement directly against you.

9.2 Cengage may use and disclose your feedback and other suggestions about 4LTR for any purpose without any obligation or liability, including any obligation to compensate you for them (just as you have no obligation to offer them), even if you have designated that feedback or suggestions as confidential.

9.3 Except as otherwise permitted under this Agreement, as allowed by applicable law, or under a valid license, you shall not use Cengage's or its suppliers' trademarks (including 4LTR and the 4LTR logo), or any confusingly similar marks, without Cengage's written permission.

10. Digital Rights Management. 4LTR Content might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in 4LTR Content. On one or more occasions, while accessing 4LTR your internet accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying 4LTR Content.

11. Reporting Infringement. Cengage respects the intellectual property rights of others,

and Cengage asks you to do the same. It is Cengage's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including the Digital Millennium Copyright Act, 17 U.S.C. Section 512(c)) and to terminate services of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received. If you believe your copyright has been infringed by any 4LTR Content contained in 4LTR, you should notify Cengage's designated agent in accordance with the Notice and Procedure for Making Claims of Copyright Infringement located at <http://www.cengage.com/dmca/>.

12. Disclaimer of Warranties.

12.1 Cengage provides 4LTR and 4LTR Content on an "as is" and "as available" basis and Cengage specifically disclaims all warranties, express or implied, including the implied warranties of merchantability, noninfringement, and fitness for a particular purpose.

12.2 Your use of 4LTR and 4LTR Content is done at your own risk and you are solely liable for damage to your computer system or loss of data that results from any such activities. Cengage assumes no responsibility for the timeliness, deletion, misdelivery, or failure to store User Data or personalization settings.

12.3 Content available through 4LTR often represents the opinions and judgments of an information provider, 4LTR user, or other Person not connected with Cengage. Cengage does not endorse, nor is Cengage liable for the accuracy or reliability of, any opinion, advice, or statement made by any Person other than an authorized Cengage spokesperson speaking in his or her official capacity. Please refer to the specific editorial policies posted on various sections of 4LTR for further information.

12.4 Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations might not apply to you.

13. Limit of Liability. Regardless of the basis on which you claim damages from Cengage (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Cengage's entire liability for all claims in the aggregate arising out of this Agreement will not exceed the amount of your actual direct damages up to the greater of \$50 or the charges (if recurring, up to a maximum of 3 months' charges) actually paid by you for the 4LTR Offering that is the subject of the claim. This limit also applies to Cengage's suppliers and subcontractors, and is the maximum for which Cengage and Cengage's suppliers and subcontractors are collectively liable. Except as otherwise provided by law without the possibility of contractual waiver, Cengage and Cengage's suppliers and subcontractors are not liable for (1) claims by other Persons against you for losses or damages, (2) loss of or damage to User Data, or (3) special, incidental, or consequential damages (including lost profits or savings), even if they are informed of their possibility.

14. Indemnification. In addition to any other remedies available to Cengage, you shall indemnify Cengage against all reasonably foreseeable losses and liabilities arising out of your acts or omissions while using 4LTR, including your breach of this Agreement and your Posting of User Content, subject to the same defenses that you would be entitled to assert in an action for breach of contract.

15. General Practices Regarding Use of 4LTR and Storage of User Content.

15.1 Cengage may establish general practices and limits applicable to use of 4LTR, including the maximum number of days that uploaded User Content is retained on 4LTR, the maximum storage space allotted on Cengage's servers on your behalf, and the maximum number of times (and the maximum duration for which) you are allowed to access 4LTR in a given period of time. Cengage may log off accounts that have not paid a subscription fee or that are inactive for an extended period of time. Cengage may change these general practices and limits at any time, with or without notifying you.

15.2 You acknowledge 4LTR is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect the User Content you upload to 4LTR, you shall not rely on 4LTR as your only storage facility. You should preserve backup copies of User Content that you have uploaded. Cengage is not liable for damage to, deletion of, or failure to store your User Data.

16. Security and Password. You are responsible for maintaining the confidentiality of your password and account, and except as otherwise permitted under Section 3.8 (Institution Subscription) you shall not share your login credentials (login name/username and password) with others. You are liable for all use of 4LTR (including charges incurred) through your login name/username and password, whether that use is made by you personally or by another Person. You shall protect and secure your login name/username and password from unauthorized use and disclosure. If you become aware of or believe there has been a breach of the security of your 4LTR account, including a theft or unauthorized use of your login name/username and password, you shall notify Cengage immediately by contacting the contact stated on the Customer Support web page accessible through the CengageBrain Customer Support link found here: <http://www.cengagebrain.com/shop/Support.html>.

17. Special Provisions Applicable to Users Outside the U.S.

17.1 If you are located outside the U.S., you hereby consent to having your User Data transferred to and processed outside your jurisdiction, including in the U.S.

17.2 4LTR and 4LTR Content may only be accessed within the country in which you have established your account and you shall not access 4LTR or 4LTR Content from locations where 4LTR or 4LTR Content is illegal.

18. Term and Termination of Use.

18.1 This Agreement terminates at the end of the term specified in the Order unless terminated earlier in accordance with this Agreement.

18.2 Cengage may terminate this Agreement or suspend your access to any part of 4LTR with or without notifying you if you breach or act inconsistently with the letter or spirit of this Agreement.

18.3 Upon termination of this Agreement, your right to use 4LTR including the 4LTR Offerings ends, and Cengage may deactivate your account and delete all related

information and User Content and/or prevent further access to 4LTR or any such User Content. Cengage is not liable to you or any other Person for claims or damages arising out of termination of this Agreement or suspension of your access to 4LTR or any User Content or any other actions taken by Cengage in connection therewith. The terms of this Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Agreement, including the terms of Sections 4, 6, 7, 8, 9, 12, 13, 14, and 18-22, as well as your liability for unpaid charges, will survive termination and remain in effect until fulfilled.

18.4 Return of User Data. If you are an instructor, during the period beginning upon termination of this Agreement and ending one year thereafter (the “**Scoring Data Retrieval Period**”), upon your written request Cengage will make available to you the ability to download your assignment-based gradebook data stored in 4LTR. Cengage is not required to maintain or store, and Cengage may permanently and completely delete, (1) assignment-based gradebook data after the Scoring Data Retrieval Period has terminated and (2) any other User Data (including, if you are a student or other non-instructor user, all your User Data) after the termination of this Agreement.

19. Notices.

19.1 Except as otherwise provided in this Agreement, for a notice or other communication under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) nationally recognized overnight courier (for example, Federal Express), with all fees prepaid; and (3) registered or certified mail, in each case return receipt requested and postage prepaid.

19.2 Except as otherwise provided in this Agreement, for a notice or other communication under this Agreement to be valid, it must be addressed: (1) if to Cengage, to the contact stated on the Customer Support web page accessible through the Customer Support link of the Learning Path Navigator (or to any other address designated by Cengage in a notice in accordance with this Section 19), and a copy of any termination, breach, or default notice sent to Cengage must also be sent to the following: Cengage Learning, Inc., 20 Channel Center Street, Boston, MA 02210 Attention: General Counsel; and (2) if to you, either to the email address supplied for your account or to the address supplied by you as part of your User Information. In addition, Cengage may broadcast notices or messages through 4LTR to inform you of changes to 4LTR, this Agreement or other matters of importance, and any such broadcasts will be deemed to constitute notice to you.

19.3 Except as otherwise provided in this Agreement, and subject to Section 19.4, a valid notice or other communication under this Agreement will be effective when received by the receiving party. A notice or other communication will be deemed to have been received as follows:

- (1) if it is delivered in person or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

19.4 If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

20. Definitions. For purposes of this Agreement, the following definitions apply:

“Affiliates” means an entity that controls, is controlled by, or is under common control with, Cengage.

“Cengage” means Cengage Learning, Inc.

“Cengage Content” means all Content (other than Shared Content) contained in or made available through 4LTR, including e-books, and the selection and arrangement of that Content. Cengage Content includes Non-Modifiable Cengage Content, Modifiable Cengage Content, and your modifications and Derivative Works of Modifiable Cengage Content.

“Content” means messages, text, sounds (including music), images (including video and photos), graphics (including illustrations, drawings, and logos), software, and other materials.

“Course” means a specific course of study (also known as a class) for which the particular 4LTR Title included in 4LTR has been adopted and is concurrently being used.

“Derivative Work” means a work that is based on an underlying work and that would be a copyright infringement if prepared without the authorization of the copyright owners of the underlying work.

“4LTR” means the 4LTR Online Press online learning experience and service (including 4LTR Content and 4LTR Offerings) Cengage makes available through (1) Cengage’s 4LTR-branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions), including that online service’s offline components, (2) the 4LTR Platform, and (3) any other media or delivery technology now known or hereafter devised, and including modified, updated, or enhanced versions of the foregoing provided to you.

“4LTR Content” means, collectively, Cengage Content and Shared Content.

“4LTR Offering Agreement” means a separate license or service Agreement (including terms of use or terms of service) governing the use of a 4LTR Offering.

“4LTR Offerings” mean, collectively, Standard Features and any additional optional applications that may be offered from time to time, including Standard Features and optional applications for which access codes enabling access thereto are offered outside 4LTR (for example, in bookstores or on ecommerce web sites) but activated through 4LTR.

“4LTR Platform” means a set of application programming interfaces (APIs) and services that enable the development of 4LTR Offerings.

“4LTR Title” means the e-book included in 4LTR as specified in an Order.

“Modifiable Cengage Content” means Cengage Content presented to you in a modifiable format and in a manner expressly indicating that modification thereof is permitted.

“Non-Modifiable Cengage Content” means all Cengage Content other than Modifiable Cengage Content.

“Online Forums” means, collectively, bulletin board services, message boards, chat areas, newsgroups, forums, learning spaces, communities, and/or other interactive message or communication facilities.

“Order” means the offline or online order form or ordering process that specifically references this Agreement or that otherwise allows you to add 4LTR Offerings to 4LTR, including a printed access card containing an access code enabling access to 4LTR or a 4LTR Offering.

“Permitted Use” means use for non-commercial educational or instructional purposes.

“Person” means an individual, a corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization, or a government body.

“Post” means post on 4LTR or otherwise make available to Cengage or other 4LTR users while using 4LTR.

“Privacy Statement” means the current Cengage Privacy Statement located at <http://www.cengage.com/privacy/> or any successor web page thereto.

“Shared Content” means the Content Posted by Cengage and 4LTR users (including User Content Posted by you) in an area of 4LTR (including within a particular 4LTR Offering) that is designated as a learning space and/or user community and that is presented to users in a modifiable format and in a manner clearly indicating that modification thereof is permitted.

“Standard Features” means the 4LTR Title, StudyBits functionality, rich media and assessment content and those service features specified as “standard features” in an Order, including updates and upgrades to the foregoing items provided to you.

“StudyBits” is a standard feature of 4LTR that enables you to connect to content, including quiz questions, based on what you find important or wish to study. These connections also allow you to track your progress learning course concepts.

“U.S.” means the United States of America.

“User Content” means Content you Post on 4LTR that would not be considered solely User Information. Certain User Content may contain User Information.

“User Data” means, collectively, User Content and User Information.

“User Information” means facts and other information about you, including actions you take while interacting with 4LTR.

21. Miscellaneous.

21.1 The laws of the State of New York, without giving effect to its principles of

conflicts of law, govern all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement, including all tort claims. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If either party brings against the other party any proceeding arising out of this Agreement, that party may bring that proceeding only in the United States District Court for the Southern District of New York or, only if there is no federal subject matter jurisdiction, in any state court of New York sitting in New York County or Westchester County, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Each party hereby waives any claim that any proceeding brought in accordance with this Section 21 has been brought in an inconvenient forum or that the venue of that proceeding is improper.

21.2 Cengage Learning operates 4LTR from within the U.S. You shall comply with all export and import control laws applicable to your use of 4LTR, and you shall not export or report 4LTR or 4LTR Content, directly or indirectly, to any country, or to any agent, representative, or foreign national of any country, without first, without first obtaining all licenses required under export control laws. You shall not access or use 4LTR or any 4LTR Content if you are (1) located in a country embargoed by the U.S. (unless the applicable 4LTR Offering qualifies for an “information or informational materials” exemption to any such embargo) or (2) on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. You represent that you are not located in, under the control of, or a national or resident of any such country or on any such list.

21.3 If you are an office, agency or branch of the U.S. Government, 4LTR and 4LTR Content are provided to you as commercial items and with only those rights as are stated in this Agreement, under 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227-7202-4 and corresponding Sections of applicable and corresponding agency Federal Acquisition Regulations (FARs).

21.4 You acknowledge that because your breach of this Agreement or your unauthorized use of 4LTR or 4LTR Content could cause Cengage irreparable harm for which damages would be an inadequate remedy, if any such breach occurs or is threatened Cengage will be entitled to an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security and without proof of actual damages.

21.5 If you do not institute a cause of action against Cengage within one year after the cause of action arises, that cause of action will be deemed forever waived and barred.

21.6 You shall not assign any part of your rights or delegate any part of your obligations under this Agreement. Any purported assignment or delegation in breach of this Section will be void. Cengage may assign its rights and delegate its obligations under this Agreement.

21.7 No delay or default in compliance with any obligation by Cengage will constitute a breach of this Agreement to the extent that default or delay is caused, directly or indirectly, by an event or circumstance beyond Cengage’s reasonable control.

21.8 If any provision of this Agreement is held to be unenforceable, then that provision is to be construed by modifying it to the minimum extent necessary to make it enforceable, unless such modification is not permitted by law, in which case that provision is to

be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

21.9 No waiver of satisfaction of a condition or noncompliance with an obligation under this Agreement will be effective unless it is in writing and signed by Cengage, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation.

21.10 There are no nonparty beneficiaries of this Agreement, except as otherwise provided in Section 9.1 (Intellectual Property), Section 13 (Limit of Liability), and Section 14 (Indemnification).

21.11 This Agreement, including all applicable Orders, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other Agreements, whether written or oral, between the parties with respect thereto. All Orders, policies, and guidelines referenced in this Agreement are part of this Agreement. Except for Cengage's right to amend this Agreement as described in this Agreement, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.

21.12 The terms "including," "includes," and "include" are to be read as if they were followed by the phrase "without limitation." Whenever reference is made in this Agreement to "days," the reference means calendar days, not business days, except as otherwise specified. The headings of this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

22. Contact Information. Except as otherwise stated on 4LTR, 4LTR is offered by Cengage Learning, Inc., a Delaware corporation, located at 20 Channel Center Street, Boston, MA 02210. If you notice that a user is violating this Agreement, please contact Cengage at the notice address stated in Section 19.

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