

CASENEX, LLC
END-USER LICENSE AGREEMENT AND PRIVACY POLICY

ONLY AUTHORIZED LICENSEES OF CASENEX, LLC (“CASENEX”) WHO HAVE AGREED TO THE TERMS OF THIS END-USER LICENSE AGREEMENT AND PRIVACY POLICY AND HAVE PAID ALL NECESSARY LICENSE FEES (OR HAVE THEM PAID ON THEIR BEHALF) MAY USE THIS SOFTWARE AND ACCESS AND USE THE CONTENT ASSOCIATED THEREWITH. THIS SOFTWARE AND ASSOCIATED CONTENT AND DOCUMENTATION ARE PROPRIETARY AND COPYRIGHTED WORKS OWNED OR LICENSED BY CASENEX AND ITS “BUSINESS PARTINERS” INCLUDING WITHOUT LIMITATION, LINCOLN CENTER FOR THE PERFORMING ARTS, INC., AND CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION OF CASENEX OR ITS BUSINESS PARTNERS. ANY USE OF OR ACCESS TO THIS SOFTWARE AND ASSOCIATED CONTENT BY AN UNAUTHORIZED USER, AND/OR ANY USE THEREOF BY AN AUTHORIZED LICENSEE THAT VIOLATES, BREACHES, OR FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT SET FORTH BELOW, MAY CONSTITUTE BREACH OF CONTRACT AND/OR COPYRIGHT INFRINGEMENT IN VIOLATION OF U.S. AND INTERNATIONAL LAWS.

IMPORTANT- YOU MUST READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#) SET FORTH BELOW BEFORE YOU CAN ACCESS OR USE THIS SOFTWARE AND THE ASSOCIATED CONTENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#), YOU MUST NOT ACCESS OR USE THIS SOFTWARE OR THE ASSOCIATED CONTENT.

BY CLICKING ON THE “I ACCEPT” BOX BELOW OR BY ACCESSING OR OTHERWISE USING THIS SOFTWARE OR ASSOCIATED CONTENT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THE END-USER LICENSE AGREEMENT AND THE [PRIVACY POLICY](#) BELOW.

YOU MUST CAREFULLY READ THE [PRIVACY POLICY](#) WHICH EXPLAINS WHAT INFORMATION MAY BE COLLECTED IN CONNECTION WITH YOUR USE OF THIS SOFTWARE AND CONTENT AND HOW SUCH INFORMATION MAY BE USED AND TO WHAT EXTENT IT MAY BE DISCLOSED.

BY CLICKING ON THE “I ACCEPT” BOX BELOW, OR BY ACCESSING OR OTHERWISE USING THIS SOFTWARE OR THE ASSOCIATED CONTENT, YOU UNDERSTAND THAT YOU HAVE ENTERED INTO A BINDING LEGAL CONTRACT WITH CASENEX, LLC GOVERNING YOUR USE OF THE SOFTWARE AND SUCH CONTENT. YOU FURTHER UNDERSTAND THAT THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT DEFINE YOUR LIMITED RIGHTS TO USE THE SOFTWARE AND CONTENT AND IMPOSE IMPORTANT OBLIGATIONS AND RESPONSIBILITIES UPON YOU. YOU AGREE TO COMPLY WITH, AND BE BOUND BY, THE TERMS AND CONDITIONS OF THE END-USER LICENSE AGREEMENT. YOU ALSO AGREE TO BE BOUND BY THE TERMS OF THE PRIVACY POLICY AND CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THE PRIVACY POLICY.

CASENEX, LLC
END-USER LICENSE AGREEMENT

CaseNEX, LLC, a Virginia limited liability company (“CaseNEX”), agrees to license to you, an individual (“User”), the software and content defined and described below subject to and only upon (1) User’s acceptance of all of the terms and conditions of this End-User License Agreement (this “Agreement”), by clicking the “I Accept” box below or by accessing or using the Software or any Content; and (2) the full and timely payment of all applicable charges and fees for User, if any.

1. Definitions. In addition to capitalized terms defined parenthetically within specific sections of this Agreement as used throughout this Agreement, the following capitalized terms shall have the following meanings:

a. Content. “Content” means all content and materials provided by CaseNEX and its business partners, including all courses, curricula, modules, case studies, tests, text, images, graphics, artwork, audio and sound recordings, videos, and other educational and learning materials, that (i) can be accessed, viewed, downloaded, or printed by User using the Software; and/or (ii) have been posted, displayed, or otherwise made available by CaseNEX to be viewed or accessed by User using the Software.

b. Effective Date means the date upon which User first accepts the terms of this Agreement by clicking the “I Accept” box below or by accessing or otherwise using the Software or the Content.

c. Software means the proprietary web-based computer system owned by CaseNEX with functionality that is designed to provide individual end-users with access to content and provide training and education in certain, limited topics and areas relating to the arts and humanities. User access to the Software shall be provided through a web interface to be provided by CaseNEX at a URL designated by CaseNEX (the “Website”). As used in this Agreement, the term “Software” includes all modifications, enhancements, upgrades and new versions of the Software hereafter released or made available to User by CaseNEX.

d. Documentation means any instructions, product data and documentation relating to the Software or the Content which is (i) provided by CaseNEX to User; (ii) posted at the Website from time to time; or (iii) otherwise made available to User by CaseNEX.

e. Intellectual Property means (i) all inventions or discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all works, including

without limitation software code, that may be the subject of copyright protection, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets and confidential business information (including ideas, research and development, know-how, formulae, methodologies, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, mailing lists, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (v) all computer software (including data and related documentation); (vi) all know-how; (vii) other proprietary rights; (viii) all statutory protection obtained or obtainable on any of the foregoing; (ix) all claims or causes of action arising out of or relating to infringement or misappropriation of any of the foregoing; and (x) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. License

a. Grant. Subject to the terms of this Agreement, CaseNEX grants User a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use solely for the User's personal education and training purposes: (i) the Software; and (ii) the Content.

b. Downloading and Copying. User may download one (1) copy of any Content to a personal portable media device of User (each, a "Portable Device") if such Content is designated by CaseNEX as suitable for download to a Portable Device and User's Portable Device is designated as appropriate by CaseNEX to play Content. User may also print one (1) copy of each item of Content. All Content that User copies or downloads to a Portable Device shall be subject to the terms of this Agreement, including without limitation, the license set forth in Section 2(a), and shall only be used by User for User's personal education and training purposes.

c. Restrictions. User agrees that (i) User will access and use the Software and Content only in strict accordance with the terms and conditions of this Agreement and all Documentation; (ii) User shall not copy or reproduce any part of the Software, Documentation or Content, except as may be expressly authorized in this Agreement; (iii) User shall not distribute, rent, lease, sell, sublicense or publicly display any portion of the Software, the Documentation, or the Content; (iv) User shall not modify, adapt, recast or create derivative works of the Software or the Content; (v) User shall not use the Software or the Content for the commercial benefit of third parties, or in any other way other than for User's own personal purposes as described in Section 2(a) above; (vi) User shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Software; (vii) User shall not use the Software for commercial time-sharing, rental, or service bureau use, or train or allow third parties to use the Software; (viii) User shall only access and use Authorized Content (defined below); (ix) User shall not commit any act that restricts, prohibits, or inhibits any other person or entity, including any other licensee of CaseNEX, from accessing and using the Website, the Software, or the Content; and (x) User shall not attempt to access or use the Software or any of the Content by any means other than through the interface that is provided by CaseNEX or an approved Portable Device. The failure by User to comply with any of

the foregoing provisions of this Section 2(c) shall constitute a material breach of this Agreement.

d. Transfer. User acknowledges and agrees that it shall not transfer or entrust to any third party any part of the Software, Documentation, Content, or any Intellectual Property associated therewith, or incorporated or embodied therein, except with the prior written consent of CaseNEX, which consent CaseNEX may withhold in its absolute discretion.

e. Rights Reserved. All licenses, rights, and interest, including all right, title and interest in and to the Software, Documentation, Content, and all Intellectual Property associated therewith, or incorporated or embodied therein, not specifically granted to User hereunder will be, and are specifically and entirely reserved to, CaseNEX and its business partners and may be fully exploited by CaseNEX and its business partners without regard to the extent to such rights may be competitive with this Agreement or the rights granted hereunder.

f. Operating Requirements. The Software and the Content are designed to operate only on or with the hardware platforms, operating systems, Portable Devices and software identified in the Documentation or on the Website, as may be updated or modified from time to time (the “Operating Requirements”). It shall be the sole responsibility of User to purchase, lease, or license the Operating Requirements, and to ensure the proper functioning thereof. CaseNEX shall have no liability to User or any third party for any loss or damage that is the direct or indirect result of use of the Software or Content with any equipment, hardware, software, portable devices, or peripherals that are not expressly authorized by CaseNEX to be used with the Software and the Content, and/or that are not in proper working order. User shall indemnify, defend, protect and hold CaseNEX harmless against all damages, losses and expenses (including reasonable attorney’s fees and court costs) that it may incur as a result of any claim, whether actual or threatened, brought by any third party that is based in whole or in part upon an allegation of a failure, error, or fault of the Software or the Content when used with any equipment, hardware, software, portable devices or peripherals unless CaseNEX had, prior to such use, approved in writing the use thereof, and all of the foregoing were in proper working order.

3. User Account; User Information; and User Submissions.

a. User Account. In order to access the site, User will be required to register and create an account with CaseNEX at the Website (a “User Account”) and provide certain personally identifiable information as described in the Privacy Policy (“Registration Information”). User agrees to keep current, and promptly update, any Registration Information. By establishing a User Account or otherwise accessing and using the Software, User represents and warrants to CaseNEX that (i) User is over the age of eighteen (18) years; (ii) all Registration Information that may be provided by User is accurate and complete; and (iii) User is not prohibited or barred under any applicable law, statute, rule, regulation of ordinance from accessing or using the Software or the Website.

b. Login and Password. During the registration process, User shall be asked to select a unique Login ID and Password (“Log-In Information”). CaseNEX shall endeavor to assign to User such Log-In Information that User requests, provided that User complies with the requirements established by CaseNEX, but CaseNEX does not represent or warrant that such Log-In Information will be available for User’s use. User shall secure and maintain the confidentiality of his/her Log-In Information and User shall be solely responsible for all acts and omissions taken by any party using User’s Log-In Information. User shall immediately notify CaseNEX in the event of any known or suspected unauthorized use or disclosure of User’s Log-In Information.

c. Suspension of Access. CaseNEX shall have the right, in its sole and absolute discretion to, upon notification to User, temporarily suspend User’s ability to access the Software and the Content if CaseNEX reasonably suspects or believes that (1) any of User’s Registration Information is false, inaccurate, or misleading in any material respect; or (2) User’s User Account has been accessed without User’s authorization. Notwithstanding the foregoing, CaseNEX will use commercially reasonable efforts to prevent such suspensions and will provide User with the reasonable opportunity to cure any issues relating to the accuracy of User’s Registration Information. Permanent suspension of User’s ability to access the Software and the Content may only follow the discovery by CaseNEX of proof of the intentional provision of materially false, inaccurate or misleading Registration Information by User.

d. Authorized Content. User shall only access the modules and courses constituting Content that (i) User has been expressly authorized by CaseNEX to access and complete; and (ii) with respect to which User has paid all applicable fees, or, if applicable, with respect to which an Institution has paid all applicable fees under the relevant Institution License (“Authorized Content”).

e. Privacy. The term “User Information” means (i) all Registration Information; and (ii) all data and information concerning User’s use of the Software and the Content that may be collected or maintained by, or on behalf of, CaseNEX. User acknowledges and agrees that CaseNEX may use and disclose User Information in accordance with the Privacy Policy attached hereto as Exhibit 1, as may be amended by CaseNEX from time to time, the terms of which are incorporated herein by this reference (the “Privacy Policy”). User is advised to carefully review the Privacy Policy before disclosing any User Information and to review the Privacy Policy frequently for modifications and updates thereto.

f. User Submissions.

i. User shall be solely responsible for all documents, information, materials, and content uploaded, posted, e-mailed, transmitted, distributed, submitted or otherwise made available by User via the Website or utilizing the Software and any Content, including without limitation, any postings by User in any forums or chat rooms accessible at the Website or utilizing the Software or any Content (collectively, “User Submissions”) uploaded, posted, e-mailed, transmitted, reproduced, distributed,

submitted or otherwise made available by User via the Website or utilizing the Software or the Content.

ii. User agrees, and represents and warrants to CaseNEX as follows: (1) no User Submission shall violate, misappropriate, or infringe the rights of any person or entity, including without limitation, any person or entity's trademark, patent, copyright, trade secret, intellectual property, statutory, proprietary, privacy, publicity, or contractual rights, or any other rights arising under the laws of any applicable jurisdiction (collectively, "Third Party Rights"); (2) no User Submission shall violate, or be posted or transmitted by User in violation of, any applicable laws; (3) no User Submission shall be unlawful, harmful, or threatening, or libelous or defamatory of any person or entity; and (4) no User Submission shall contain any viruses, worms, trojan horses, or other codes, files, or programs that may damage or harm the computer software or hardware, telecommunications equipment, or business interests of any other person or entity, including any other licensee of CaseNEX.

iii. User hereby grants CaseNEX a non-transferable, royalty-free, non-exclusive, world-wide right and license, to reproduce, publicly display, distribute, edit, modify, create derivative works and use all User Submissions solely as necessary to perform its services and carry out its obligations hereunder. Any further use of the User Submission shall require prior consent from User and shall be handled on a case by case basis. User acknowledges and agrees that CaseNEX may, but shall have no obligation to, screen or monitor any User Submissions.

iv. User further acknowledges and agrees that CaseNEX, in its sole discretion, may, but shall have no obligation, to review any User Submission that CaseNEX reasonably believes has been up-loaded, posted, e-mailed, transmitted, reproduced, distributed, or submitted by User in violation of this Agreement.

4. Ownership. User acknowledges and agrees that the Software, the Documentation and all Content, including all Intellectual Property and other proprietary rights associated therewith, or embodied or incorporated therein, are owned or licensed by CaseNEX and/or its business partners, and that User has no rights therein or in any other Intellectual Property or Confidential Information of CaseNEX or its business partners except for the limited rights expressly licensed to User in this Agreement. User shall not remove, alter, cover or obfuscate any copyright or other proprietary rights notice placed in or on the Software, Documentation, or Content, including without limitation, any notice in machine language or human readable form.

5. Support and Training. The Software may include general tutorials relating to the use of the Software or the completion of any courses or materials contained within the Content or Authorized Content. Except for such tutorials or other instructions provided at the Website, CaseNEX shall have no obligation to provide User with any instructions, support, guidance, training or maintenance relating to the Software and the Content, or User's use thereof. CaseNEX may, but shall have no obligation, to provide User with enhancements, upgrades, and/or new versions of the Software as the same are released by CaseNEX from time to time.

6. Fees. User shall, prior to User's use of the Software or any Content, pay (or have payments made on User's behalf) to CaseNEX, or to CaseNEX's authorized resellers or business partners, all fees that have been separately agreed by User and CaseNEX (or CaseNEX authorized resellers or business partners) in accordance with the terms of such agreement. If User is a student, employee or member of an academic institution, school district, company, or organization (an "Institution") that has acquired a license from CaseNEX or its authorized resellers or Business Partners that entitles User to access and use the Software and the Content (an "Institution License"), User may not be required to pay any separate fees, but User's right and license to access and use the Software and the Content shall be subject to the payment of all fees owed by the Institution under the Institution License and the compliance by the Institution of all terms and conditions of the Institution License.

7. Confidentiality. The Software, Documentation, Content, and all Intellectual Property associated therewith, or incorporated or embodied therein, together with any information designated as Confidential Information by CaseNEX, and any information that by its very nature, or under the circumstances of disclosure, is known by User to be, or should be reasonably understood to be, confidential that User learns or discovers, constitute proprietary confidential information owned solely by CaseNEX or its business partners (collectively, "Confidential Information"). User agrees that it will not, without the express prior written consent of CaseNEX (a) use any Confidential Information other than to access and use the Software and the Content as authorized by this Agreement; (b) disclose any Confidential Information to any third party; or (c) fail to use all commercially reasonable efforts to safeguard the Confidential Information from unauthorized use, copying, or disclosure. The obligations of this Section 7 shall survive the termination of this Agreement without limitation in duration solely for so long as User maintains access to any such Confidential Information.

8. Representations and Warranties.

a. Disclaimer of Warranties. USER'S ACCESS AND USE OF THE WEBSITE, THE SOFTWARE, AND ALL CONTENT IS AT USER'S SOLE RISK.

CASENEX MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION AND/OR THE CONTENT. ALL WARRANTIES RELATING TO THE SOFTWARE, THE SOFTWARE DOCUMENTATION AND THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. THE SOFTWARE AND THE CONTENT ARE PROVIDED AND LICENSED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND NON-INFRINGEMENT IS WITH USER. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH USER'S ENJOYMENT OF THE SOFTWARE AND THE CONTENT OR AGAINST INFRINGEMENT. CASENEX DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE AT ALL TIMES UNINTERRUPTED OR ERROR-FREE, THAT THE CONTENT CAN BE

ACCESSED BY USER AT ALL TIMES, OR THAT THE CONTENT WILL MEET ANY OR ALL OF USER'S NEEDS OR REQUIREMENTS.

USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF USER'S TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING ANY TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS.

b. Representations and Warranties of User. User represents and warrants that (i) User is an individual; (ii) User will only use the Software and Content in accordance with the terms of this Agreement, and will not commit, directly or through others, any act expressly prohibited by the terms of Section 2(c) above, nor will it cause, permit or encourage any other person or entity to perform such acts; and (ii) it will use reasonable care to protect the security of its computers, networks, and Portable Devices against unauthorized or improper access, use, or dissemination of the Software and the Content.

c. No Consequential Damages. IN NO EVENT, SHALL CASENEX, OR ITS OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDER, MEMBERS, EMPLOYEES, SUPPLIERS, CONTRACTORS, AFFILIATES, LICENSEES OR BUSINESS PARTNERS INCLUDING WITHOUT LIMITATION, LINCOLN CENTER FOR THE PERFORMING ARTS, INC. (EACH, A "CASENEX PARTY") BE LIABLE TO USER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY EVEN IF CASENEX WAS ADVISED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

d. Limitation of Liability. IN NO EVENT SHALL CASENEX OR ANY CASENEX PARTY BE LIABLE TO USER FOR ANY INJURY, LOSS, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) USER'S ACCESS OR USE OF THE WEBSITE, THE SOFTWARE, OR ANY CONTENT; (B) THIS AGREEMENT; (C) THE DENIAL OR INTERRUPTION OF USER'S ACCESS TO THE WEBSITE OR THE SOFTWARE, OR USER'S INABILITY TO ACCESS OR USE THE SOFTWARE OR THE CONTENT; (D) ANY ACT OR OMISSION OF ANY THIRD PARTY USING THE WEBSITE, THE SOFTWARE OR ANY CONTENT; (E) THE TERMINATION OF USER'S RIGHT TO ACCESS THE WEBSITE, THE SOFTWARE AND/OR ANY CONTENT; AND (F) ANY OTHER MATTER, CIRCUMSTANCE, ACT, OR OMISSION, RELATING TO THE SOFTWARE OR THE CONTENT. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT,

STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF CASENEX WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF USER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT OR IF USER SEEKS TO ASSERT ANY CLAIM AGAINST CASENEX OR ANY CASENEX PARTY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, USER'S ACCESS AND/OR USE OF THE WEBSITE, THE SOFTWARE, OR ANY CONTENT, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SOFTWARE AND THE CONTENT.

9. Indemnity; Attorney's Fees.

a. Indemnity by User. Attorney's Fees. User shall defend, protect, indemnify, and hold harmless CaseNEX and each CaseNEX Party from and against any and all claims, causes of action, liability, damages, losses and expenses (including reasonable attorney's fees and court costs) suffered or incurred by CaseNEX, or a CaseNEX Party arising out of, or relating to (i) any breach by User of this Agreement, including without limitation, committing any act in violation of any of the provisions of Section 2(c) above; (ii) a breach of any of User's representations and warranties set forth in this Agreement; (iii) any User Submission uploaded, posted, e-mailed, transmitted, distributed, submitted, or otherwise made available by User via the Website or utilizing the Software or the Content; (iv) any allegation, demand, or claim that any User Submission defames, slanders, or is libelous of, any person or entity; (v) any allegation, demand, or claim that any User Submission violates, misappropriates or otherwise infringes any Third Party Rights; (vi) any intentional or unintentional violation by User of any applicable law; (vii) any violation by User of any Third Party Rights; and (viii) the negligence, gross negligence or willful misconduct of User. User further agrees to pay all reasonable attorney's fees and costs incurred by CaseNEX and each CaseNEX Party in connection with any action or suit to enforce this Agreement or to obtain relief for any breach of this Agreement by User, including without limitation, the enforcement of the foregoing indemnity.

b. CaseNEX's Option. If the Software, the Content, or any part thereof, may, in CaseNEX's opinion, be likely to become, or actually becomes, the subject of an actual or threatened claim for infringement of the rights (including without limitation Intellectual Property or proprietary rights) of any third party, CaseNEX shall, at its sole expense and option, either (i) procure for User the right to continue using the Software or Content; or (ii) replace the Software or Content with non-infringing Software or Content, or modify the Software or Content so that it becomes non-infringing. If, in CaseNEX's sole opinion, neither of these options is reasonably practical, CaseNEX may immediately terminate this Agreement by providing written notice of termination to User without penalty or liability to User. This Section 9(b) states the entire obligation of CaseNEX and each CaseNEX Party regarding infringement of third party rights or the like.

10. Term and Termination.

a. Term. This Agreement, and the terms of the license granted hereunder, shall commence on the Effective Date and shall continue until User's completion of the Authorized Courses unless this Agreement is terminated sooner as provided herein.

b. Termination by CaseNEX. CaseNEX may immediately terminate and cancel this Agreement if (i) User fails to pay any applicable fees when due or, if applicable, an Institution fails to pay the fees owed under the applicable Institution License; (ii) User breaches or violates any term of this Agreement, including without limitation, the provisions of Section 2(c) above; (iii) User attempts to assign this Agreement; (iii) if the applicable Institution requests that CaseNEX terminate this Agreement if User's right to access the Software and the Content is granted by CaseNEX pursuant to an Institution License; (iv) required any applicable law or regulation; or (v) User becomes insolvent, executes an assignment for the benefit of his/her creditors, voluntarily files a petition in bankruptcy or has a petition in bankruptcy filed against him/her. This Agreement shall automatically terminate upon the death of the User.

c. Rights and Duties Upon Termination. Upon the expiration or termination of this Agreement for any reason, User agrees to immediately cease any and all use of the Software, Documentation and Content, and to promptly destroy and/or return to CaseNEX all copies of the Software and Documentation on any computer, device, or any other media whatsoever, including without limitation any electronic, magnetic or other storage media and all Portable Devices. In addition, CaseNEX shall have the right, at any time, to take immediate possession of the Software and the Content and all copies wherever located without demand or notice. Further, User shall pay CaseNEX all fees, if any, owed and unpaid as of the date of expiration or termination of this Agreement. Termination of this Agreement may result in the removal and deletion of User's User Account, Registration Information and/or User Submissions after a period of at least ninety (90) days to allow for reinstatement in the event of termination for breach. Neither CaseNEX nor any CaseNEX Party shall have any liability to User for any termination of this Agreement or User's rights to access or use the Software or any Content.

11. Provisions of General Application.

a. Consent to Receive Electronic Communications. User consents to receive Communications electronically from CaseNEX via the e-mail address designated by User in User's Registration Information or by the posting by CaseNEX of Communications on a section of the Website accessible by User. "Communications" are any notices, records, agreements or other guidelines, policies, or information relating to the Website, the Software, the Documentation and/or the Content, including any of the foregoing that CaseNEX may be required to provide to User under any applicable Law.

b. Assignment. User shall not assign this Agreement in whole or in part. Any purported assignment of this Agreement by User shall be void *ab initio*. CaseNEX may assign this Agreement at any time without notice to User.

c. Independent Parties. CaseNEX, the CaseNEX Parties, and User are independent parties. Nothing in this Agreement shall be construed to make one party an

agent, employee, franchisee, joint venturer, partner or legal representative of the other party. None of the Parties have, nor shall represent themselves as having, any authority to bind any other party, or to act on its behalf.

d. Applicable Law and Forum. This Agreement is governed by the laws of the State of New York, without regard to the conflict of laws principles of any jurisdiction. Without limiting the foregoing provision, the parties agree that any Uniform Computer Information Transactions Act (UCITA), is expressly excluded from this Agreement and that any and all terms contained in UCITA shall have no force or effect on any portion of this Agreement. Any claim arising out of, or relating to, this Agreement shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction located in or serving New York County, New York or the City of New York, New York. User consents to the personal jurisdiction of any such court.

e. No Waiver. The failure of CaseNEX to enforce any of the provisions hereof shall not be construed to be a waiver of the right of CaseNEX thereafter to enforce such provisions.

f. Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason, the other provisions shall continue to be effective and binding and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

g. Binding Nature. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

h. Survivability. The rights and obligations of both parties that expressly or by their nature would survive beyond the termination of this Agreement shall so survive, including without limitation, the provisions set forth in Sections 3, 4, 7, 8, 9, 10(c) and 11(d).

i. Export Restrictions. This Agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United States of America of the Software or information about the Software which may be imposed from time to time by the government of the United States of America. User shall not export the Software, Documentation, Content or information about the Software, Documentation and Content without consent of CaseNEX and compliance with all such laws, regulations, orders, or other restrictions.

j. Entire Agreement. This Agreement, together with the provisions of the Privacy Policy, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either written or oral, between the parties, and all other communications between them relating to User's access and use of the Software and the Content.

Exhibit 1

PRIVACY POLICY

Last Updated: October 31, 2008

1. Introduction. This Privacy Policy (this “Privacy Policy”) explains under what circumstances CaseNEX (sometimes referred to in this Privacy Policy as “we,” “us,” or “our”) gathers information in connection with the access and use of the Software and Content by each User (referred to in this Privacy Policy as “you” or “your”), how we use such information, and who may access that information. This Privacy Policy is an integral part of the Agreement. All defined terms used in this Privacy Policy that are not otherwise defined shall have the meanings ascribed thereto in the main body of the End-User License Agreement (Sections 1-11) and references hereto to “the Agreement” mean Sections 1-11 of the End-User License Agreement.

YOUR USE OF THE SOFTWARE OR THE CONTENT CONSTITUTES YOUR UNCONDITIONAL ACCEPTANCE OF THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH AND ACCEPT ALL OF THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY, DO NOT USE THE SOFTWARE AND DO NOT PROVIDE OR SUBMIT ANY IDENTIFIABLE INFORMATION VIA OR WHILE USING THE SOFTWARE OR THE WEBSITE.

This Privacy Policy may be revised by us periodically. We advise that you review this Privacy Policy each time you use the Software so that you are aware of any changes. Your continued use of the Software following any changes in this Privacy Policy will constitute your acceptance of such modifications.

2. Collection of Personal Information. As explained in Section 3 of the Agreement, we will collect certain information concerning you in connection with your registration to access and use the Software and Content and in connection with your use of the Software and Content. Your identity may be discernable from the information that we collect, which will specifically include the following information (collectively, “Personal Information”):

- i. your name;
- ii. your address;
- iii. your telephone number;
- iv. your e-mail address; and
- v. your credit card number;

In addition to Personal Information, we will also collect the following information from you relating to your use of Content (the “Content Information”):

- i. any grades issued to you in connection with your completion of courses comprised within the Content; and
- ii. all documents, information, materials, and content uploaded, posted, e-mailed, transmitted, distributed, submitted or otherwise made available by you via this Site or utilizing the Software and any Content, including without limitation, any postings by User in any forums or chat rooms accessible at the Website or utilizing the Software or any Content (collectively, “User Submissions”).

By using the Software or providing us with any Personal Information or Content Information (collectively, “Information”), you are thereby consenting to our use and disclosure of such Information in accordance with the terms and conditions of this Privacy Policy and the Agreement.

3. Our Use and Sharing of Information. CaseNEX will only use your Personal Information as is reasonably necessary in connection with the operation and maintenance of the Software, the Content and the Website. We may also use your Personal Information to contact you with information relating to the Software or your User Account. We are committed to protecting your privacy and we will not sell or lease your Personal Information to any third party. However, in addition to disclosing your Personal Information in the manner described above in this Section 3, we may disclose your Information:

- i. to the Lincoln Center Institute, which is a partner of CaseNEX in creating and providing the Content;
- ii. to the Institution of which you are a student, employee or member, or with which you are otherwise affiliated;
- iii. to any person, entity or organization which you consent for us to disclose Information to;
- iv. to financial institutions and other service providers as is reasonably necessary to verify your credit card information and to bill your credit card for any Content you access using the Software or for other services and products you may order using the Software or any Content;
- v. to our business partners and agents who provide hosting services, and web and technical support providers, as is necessary or required in connection with the operation, maintenance and support of the Software, the Content and the Website;
- vi. to comply with any legal requirements, subpoena, discovery requests, or court orders, to defend any legal or administrative proceedings, or as we believe in good faith is necessary to comply with any laws or legal requirements;

- vii. to protect any individual's personal safety in an emergency situation;
- viii. to protect or defend our rights or property (including enforcement of our rights under the Agreement); and
- ix. in connection with the sale of the equity or any of the assets of CaseNEX, in which case we will require the buyer to maintain the confidentiality of your Information in accordance with the terms of this Privacy Policy.

In addition, as described in the Agreement, CaseNEX may use your User Submissions solely as necessary to perform its services and carry out its obligations hereunder. Any further use of the User Submissions shall require prior consent from User and shall be handled on a case by case basis. ***You are strongly advised not to include any personal or sensitive information in any User Submissions.***

Except as described in this Privacy Policy, we will not disclose your Information including User Submissions outside of CaseNEX and its affiliates without your consent. We may share aggregated demographic and statistical information with our business partners. This is not linked to any personal information that can identify any individual person.

4. Use by Other Parties of Your Personal Information. Your Information may be accessed by any person who has access to your Log-In Information. As described in the Agreement, you should carefully protect the security and integrity of your Log-In Information to guard against unauthorized access and disclosure of your Log-In Information. Further, we cannot control how other users of the Software and the Content may use any information that you disclose in User Submissions or while otherwise using the Software or the Content, including in your postings in chat rooms and on message boards and forums. We encourage you not to disclose or provide any personal or sensitive information while using the Software or the Content, including in any User Submissions.

5. Security. For the processing of credit card payments, the Software uses a Secured Socket Layer (SSL) server which encrypts your personally identifiable data prior to transmission of this information over the Internet. We have also put in place reasonable physical measures and administrative procedures to safeguard against unauthorized access of Personal Information and to help prevent the loss, misuse or alteration of all Personal Information that we collect in connection with your use of the Software. However, we cannot guarantee that the security measures we implement in connection with the operation of the Website and the Software will absolutely prevent others from accessing or acquiring any Information relating to your use of the Software or Content, including your credit card information. You can do some things to help further protect the security of your Personal Information. For instance, remember to close your browser window when you finish using the Software so that other people using the same computer will not have access to your information, and never share your credit card details or billing information with others.

6. E-mail Communications. From time to time, we may e-mail you news bulletins, information on technical service issues, or information relating to the Software, the Content, or other services or products provided by CaseNEX or its Business Partners. You consent to the delivery of such communications by e-mail to the e-mail address that you provide to CaseNEX when establishing your User Account or while otherwise using the Software.

7. Technological Measures. In addition to the Personal Information you provide to us, we may also collect certain, anonymous information as you access and navigate the Software and the Content. We may use technological tools, such as cookies and clickstream data, to collect information to have a better understanding of how people use the Software and the Content, to analyze data for trends and statistics, to help diagnose problems with our servers, to enhance the performance of the Software, and to enhance and tailor Users' experiences using the Software. The information collected is not personally identifiable and we do not link this information to any personally identifiable data.

8. Third Party Websites. The Website, the Software or certain of the Content may contain links to other websites that are owned or operated by third parties that are unrelated to CaseNEX. Once you have clicked on a link or button activator connecting you to such third-party website, you will leave the Website and be taken to a website that we do not control. **THIS PRIVACY POLICY DOES NOT APPLY TO ANY PERSONAL INFORMATION COLLECTED ON ANY THIRD PARTY WEBSITE.** We suggest that you read the privacy statement of the third-party website before providing any personally identifiable data on that website. We are not responsible for any use by any person or entity of any information that you may provide while accessing or using any third-party website.

9. Accessing and Changing Personal Information. You may access your User Account and amend your Personal Information at any time. In addition, you have the right to contact us at any time to: (a) request the removal of any Personal Information that you provided to us from our servers and computer networks; and (b) update and modify your Personal Information. Please use the contact information provided below. If any Personal Information is removed from our servers or computer networks, third parties who had access to such Personal Information prior to its removal may have retained some all of such Personal Information. We are not responsible for the retention or use by third parties of any of your Personal Information at any time, including following its removal from our servers or computer networks.

10. Children's Privacy. The Website, the Software and Content are designed and intended for use only by individuals who are at least eighteen (18) years old. We are committed to protecting the privacy of children and we do not collect any personally identifiable information from children we actually know are under the age of 13. To ensure compliance with the Children's Online Privacy Protection Act (COPPA), we will

not intentionally or knowingly collect any personal information from any individual who is not at least eighteen (18) years old.

11. Contacting CaseNEX. A “[Contact Us](#)” link is provided on most pages that can be accessed using the Software. Please click on this link to send an e-mail to CaseNEX and we will work to ensure your query is passed on to and answered by the appropriate person in a timely manner. Please be aware that e-mail you send us is not necessarily secure against interception. If your communication pertains to sensitive information then you should contact us via regular mail or telephone. If you have any questions about this Privacy Policy or the practices of CaseNEX, you can contact us at info@casenex.com or using the contact information for CaseNEX available at www.casenex.com.