

Axiom Mentor Terms of Use

Effective as of 4/1/2011

General Terms of Use

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As part of the Service, Axiom will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Axiom website incorporated by reference herein, including but not limited to Axiom's Privacy and Security Policies.

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Linking To the Service

You may provide links to the Service, provided (a) that you do not remove or obscure, by framing or otherwise, the copyright notice, or other notices on the Service, (b) your Service does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Service immediately upon request by Axiom.

Errors, Corrections and Changes

Axiom does not represent or warrant that the Service or content stored by users will be error-free, free of viruses or other harmful components, or that defects will be corrected. Axiom may make changes to the features or functionality of the Service at any time.

Unlawful Activity

Axiom reserves the right to investigate complaints or reported violations of this Agreement and to take any action deemed appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

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Limitation of Liability

Axiom shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Service (b) the unavailability or interruption of the Service or any features thereof, (c) your use of the Service, (d) the content contained on the Service, or (e) any delay or failure in performance beyond the control of a Covered Party.

Trial Terms of Use

Welcome to the Mentor Trial. By using this Trial Site, you (“Trial Company”) are agreeing with these terms of this Terms of Use (“Agreement”).

If you are entering into this Agreement on behalf of an educational institution or other legal entity, you represent that you have the authority to do so. If you do not have such authority or if you do not agree with these terms and conditions, please immediately stop using this Trial Site and notify your account representative.

IF TRIAL COMPANY DOES NOT AGREE WITH THESE TERMS OF USE, DO NOT IN ANY MANNER ACCEPT THIS AGREEMENT OR USE THIS TRIAL.

This agreement is only for the Trial Site of Mentor and does not obligate Trial Company to purchase any products or services from Axiom Education LLC (“Axiom”).

Mentor Trial Site Order Form

The Mentor Trial Site Order Form is an order form that may have been executed by Axiom and Trial Company prior to Trial Company having access to the Mentor Trial Site. The Mentor Trial Site Order Form is subject to all of the terms of this Agreement. If there is any conflict or inconsistency between the Mentor Trial Site Order Form and this Agreement, then the Mentor Trial Site Order Form shall control.

License Grant

Axiom grants Trial Company ONLY the right to use the Mentor Trial for one school semester (“Trial Period”) solely for evaluating whether Trial Company will purchase the Mentor service (the “Trial”).

Cost of the Trial

The Trial is provided to Trial Company for free. However, student access to the Trial is provided at a cost per course per semester. Current pricing is shown during the student registration process.

Refund Policy

Since Axiom is offering non-tangible irrevocable goods we do not issue refunds once the order is completed and the site/services are online. As a customer you are responsible for understanding this upon purchasing any item at our site.

In the event of dissatisfaction with the service or product, Axiom will evaluate the complaint and will make a good faith effort to rectify the situation. Failing such an accommodation, the management of Axiom retains all rights to determine whether a partial or total refund is to be granted.

Number of Users

During the Trial, the number of Trial Company users that may access the Trial is unlimited. However, the number of students that may access the Trial is limited to those that have signed up for and paid for use of the Trial.

Trial Functionality

The Trial does not necessarily include all functionality available via the Mentor service. Specific functionalities are requested at the time the Trial is initiated and will be included upon subscription to the Mentor service.

License Restrictions

Trial Company shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Mentor service (ii) modify or make derivative works based upon the Mentor service or use the Mentor service for commercial time-sharing, rental, application service provider (ASP) or service bureau use, (iii) commercially exploit the Mentor service in any way, (iv) create Internet “links” to the service or “frame” or “mirror” any content contained in, or accessible from, the Mentor service on any other server, wireless or Internet based device, (v) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Mentor service.

Ownership

Axiom owns all right, title, and interest, including all related intellectual property rights, in and to the Mentor service and its content and technology and Trial Company acknowledges and agrees that it does not acquire any rights, express or implied, therein, except as specifically set forth in this Agreement. Any configuration or deployment of the Mentor service shall not affect or diminish Axiom’s rights, title, and interest in and to the Mentor service and its content and technology. If Trial Company suggests any new features, functionality, or performance for the Mentor service that Axiom subsequently incorporates into its service, it shall be the sole and exclusive property of Axiom and shall be free from any confidentiality restrictions that might otherwise be imposed upon Axiom pursuant to the Nondisclosure section below. This Agreement is not a sale and does not convey any rights of ownership in or related to the Mentor service and its content, technology, or Intellectual Property owned by Axiom to Trial Company. The Axiom and Mentor name, logo and its associated product names are trademarks of Axiom and no right or license is granted to use them.

Trial Company’s Data

Axiom shall not use the Trial Company’s data for any purpose other than to provide the Trial to Trial Company. All data submitted by Trial Company to the Trial Site shall remain the sole property of Trial Company. Trial Company, not Axiom, shall have sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Trial Company’s Data. Axiom reserves the right to shut down the Trial Site if Trial Company is using the site unlawfully or its data is unlawful. Trial Company understands and agrees that Trial Company’s data is temporary and will be deleted upon expiration of the Trial Period, unless Trial Company submits to Axiom during the Trial Period, a written notice that shows Trial Company’s intent to purchase Axiom license(s). At that time, Trial Company’s data will be part of Trial Company’s permanent Mentor instance.

Help Desk Access

Throughout the Trial Period, one representative of Trial Company may have unlimited access to the Axiom Help Desk.

Disclaimer

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Nondisclosure

Each party may have access to information that is confidential to the other party ("Confidential Information"). Axiom's Confidential Information shall include, but not be limited to, Axiom technology, marketing requirements, marketing plans, customer names, prospective customer names, the terms of this Agreement, business plans, prices and costs for any of the Axiom products and services and all other information considered by Axiom as confidential, proprietary or non-public. Trial Company's Confidential Information shall include, but not be limited to, Trial Company's Data, Trial Company's Mentor site, site password(s) and all other information considered by Trial Company as confidential, proprietary or non-public. Confidential Information includes all information received from third parties that either party is obligated to treat as confidential and oral information that is identified by either party as confidential.

A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information; or (v) is required to be disclosed by law or valid order of a court or other governmental authority; provided, however, that the responding party shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party (except third parties who are Users as defined hereunder) or to use each other's Confidential Information for any purpose other than in the performance of this Terms of Use.

Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Terms of Use. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years thereafter; provided, however, that with respect to source code, trade secrets and other highly sensitive confidential information clearly identified as such at the time of disclosure by either party, the nondisclosure obligations set forth herein shall continue indefinitely. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate

injunctive relief, in addition to whatever remedies it might have at law, at equity, or under this Agreement. Upon termination of this Trial, either party shall, at the written request of the other, destroy or return to the other party any Confidential Information either party may possess and, if requested, certify such return or destruction in writing.

Limitation of Liability

IN NO EVENT SHALL AXIOM OR TRIAL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The aggregate and cumulative liability of Axiom for direct and proven damages shall in no event exceed the amount of fees paid by Trial Company under this Agreement.

Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligation under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil, governmental, or regulatory authority, change in any law or regulation, strike, fire, flood, earthquake, storm or other like event, disruption or outage of communications, Internet, power or other utility, or other cause which could not have been prevented with reasonable care.

Governing Law

This Agreement shall be governed by and construed under the laws of the State of Connecticut without reference to conflict of laws. Trial Company agrees to comply fully with all relevant export laws and regulations of the United States. Without limiting the generality of the foregoing, Trial Company expressly agrees that it shall not, directly or indirectly, re-export, divert, or transfer the software, documentation or any direct product thereof to any destination or person restricted or prohibited by U.S. Export Controls.

Contact Information

If you have any questions about these Terms of Use or your dealings with Axiom, you can contact us via email at support@axiomeducation.us or call our Help Desk at 203-242-3070 Monday through Friday between the hours of 9am and 5pm ET, or write us at Axiom Education LLC, One Reservoir Corporate Center, 4 Research Drive, Shelton, CT 06484.