

END USER LICENSE AGREEMENT

Name of Practice: Independent Educational Evaluators of America, LLC (IEEusa) (the "Practice")

The Cogmed® RM / Cogmed® QM/ Cogmed® JM [**circle the software being licensed**] (, the "Software") being sublicensed is proprietary and under license to the Practice from Cogmed America, Inc. ("Cogmed"). This End User License Agreement (this "Agreement") is a legal agreement between you (either an individual or, with respect to a minor, your parent or legal guardian) (the "End User" or "You") and the Practice for Your use of the Software, including accompanying documentation. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU WILL COMPLY WITH YOUR OBLIGATIONS AS STATED HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT, DO NOT USE OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT YOUR PRACTICE PROFESSIONAL FOR INSTRUCTIONS ON RETURNING THE SOFTWARE. ANY USE OF THE SOFTWARE WILL CONSTITUTE YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN (OR RATIFICATION OF ANY PREVIOUS CONSENT).

Software License. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **The Software is being licensed to the Practice and sublicensed to You, not sold.** All rights are reserved. Cogmed continues to own all rights of authorship, including all copyright, trade secret, patent and other proprietary rights, in the Software and other content provided to You hereunder and all other copies of such items that You are authorized by this Agreement to make. You shall not delete, obfuscate or alter in any manner the copyright and other proprietary legends of Cogmed appearing on the original media of the Software.

License Grant. The Practice hereby grants to End User a limited, nonexclusive, nontransferable, revocable license to remote install and use one (1) copy of the Software on one (1) CPU, solely for personal purposes, and related documentation, in object code form only and subject to the requirements in this End User License Agreement.

Restrictions on Use. End User shall not copy the Software. End User may not sublicense, distribute, timeshare, transfer, alter, modify, prepare derivative works of, or publicly display the Software, in whole or in part. End User further agrees not to decompile, reverse engineer, disassemble, decrypt, or create derivative works based on the Software. Certain additional restrictions on use may apply, as specified in the Software documentation, as amended from time to time by Cogmed.

Reservation of Rights. As between the Practice and End User, the Practice reserves all rights, title, and interest in and to the Software not explicitly licensed herein, including without limitation all copyrights, patents, and other proprietary rights.

Consent to Use Data. Subject to applicable law, You acknowledge and agree that the Practice, Cogmed and its Affiliates may collect de-identified data from the data You provide by means of Your use of the Software and may aggregate such de-identified data with de-identified data from other end users. Neither Cogmed nor its Affiliates will

use or disclose such data (aggregated or otherwise) in any manner that may result in disclosure of Your or any other end user's identity and any such use or disclosure of de-identified aggregated data must comply with all applicable law.

Warranty, Limitation of Liability

DISCLAIMER. THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, ACCURACY, PERFORMANCE, EFFORT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS BEING EXTENDED TO YOU OTHER THAN THE WARRANTY, IF ANY, BEING OFFERED BY THE PRACTICE. THE PRACTICE, COGMED AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT THAT THE PERFORMANCE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE PRACTICE, COGMED AND THEIR RESPECTIVE AFFILIATES DO NOT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SOFTWARE.

Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL THE PRACTICE, COGMED, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES SUFFERED BY END USER OR ANY THIRD PARTY FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH AND/OR ECONOMIC LOSSES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, PRODUCT LIABILITY, NEGLIGENCE, BREACH OF CONTRACT OR STATUTORY VIOLATION) ARISING FROM OR IN CONNECTION WITH WORKING MEMORY TRAINING, THE PROVISION OF SERVICES BY THE PRACTICE, ANY ACTIONS OF THE END USER TO HIMSELF OR HERSELF OR TO OTHERS AS A RESULT OF AN UNDERLYING MEDICAL CONDITION OF THE END USER, OR THE DELIVERY, USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR EVEN IF IT OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, THE PRACTICE'S, COGMED'S, AND THEIR RESPECTIVE AFFILIATES' CUMULATIVE TOTAL LIABILITY TO END USER UNDER THIS LICENSE SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE END-USER LICENSE FEE IN RESPECT OF THE TRAINING PROGRAM.

Release. AS A CONDITION OF BEING GRANTED THIS LICENSE, I HEREBY RELEASE THE PRACTICE, COGMED, AND THEIR RESPECTIVE AFFILIATES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS ARISING FROM PERSONAL INJURY TO MYSELF OR OTHERS AND RELATING TO MY USE OF THE SOFTWARE, MY PARTICIPATION IN THE TRAINING PROGRAM, OR ANY UNDERLYING MEDICAL CONDITION OF MINE.

Term and Termination. This End User License Agreement shall commence on the date You first receive the Software and, unless terminated sooner in accordance with the terms of this End User License Agreement, shall terminate not more than fourteen (14) months later. Your rights under this End User License Agreement will terminate automatically without notice from Practice or Cogmed if You fail to comply with any term(s) of this Agreement.

Governing Law; Severability. This End User License Agreement shall be governed by the laws of Illinois excluding its conflict of law provisions. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this End User License Agreement shall continue in full force and effect.

Entire Agreement. This End User License Agreement constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. This End User License Agreement may not be amended except by a writing signed by You, Practice and Cogmed.

End User Acknowledgement: _____

Dated: _____

Independent Educational Evaluators of America, LLC
2818 Lititz Pike, Lancaster, PA 17601
32828 Reba Road, Suite A, Millville, DE 19967
Phone: (717) 569-6223
cogmed@ieeusa.net