Terms of Use

1. GRANT OF LICENSE: Biddle Consulting Group, Inc., (BCG) and Logi-Serve, LLC, (hereafter referred to as "LICENSOR") grants to the end-user client (hereinafter referred to as "LICENSEE") the right to use the TestGenius (which may include licenses for CritiCall and/or OPAC and/or C4 and/or Logi-Serve OnDemand Assessments) Software (hereinafter referred to as "SOFTWARE"). LICENSOR reserves all rights not expressly granted to LICENSEE in this legal document. SOFTWARE is licensed for use by the LICENSEE organization alone. This license may not be extended to any other organization.

Unlimited Annual-License Grant. If the LICENSEE has purchased an unlimited annual-license, LICENSOR grants to the LICENSEE a nonexclusive license to access the SOFTWARE by multiple authorized simultaneous users within the LICENSEE organization. This Annual License Agreement allows SOFTWARE to operate through the licensed time-period and then cease to function. Annual relicensing will be necessary in order to continue use of SOFTWARE. It is the responsibility of LICENSEE to export data that LICENSEE may wish to access later in the event that LICENSEE opts to allow an annual license to expire. LICENSEE is authorized to use SOFTWARE for testing and/or training applicants or employees at the licensed organization only. It is an express violation of the license agreement to allow use of SOFTWARE by any other unlicensed organization. As such, LICENSEE is not authorized to use SOFTWARE as part of a "testing/certification service" for applicants or employees, unless expressly licensed for such use.

2. COPYRIGHT. LICENSOR retains title and ownership of the SOFTWARE. The SOFTWARE and the accompanying written materials are protected by United States copyright laws and international treaty provisions. Therefore, LICENSEE must treat SOFTWARE like any other copyrighted material (e.g. a book or musical recording.)

3. USE RESTRICTION. LICENSEE may not distribute licenses of or access to SOFTWARE or accompanying written materials to other parties. LICENSEE may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE.

4. TRANSFER RESTRICTIONS. LICENSEE may not rent or lease SOFTWARE.

5. INDEMNITY. LICENSOR makes no representations, warranties or guaranties concerning SOFTWARE's compliance with applicable discrimination and civil rights laws, and LICENSEE agrees to accept full responsibility for and defend and indemnify LICENSOR against any and all claims of discrimination or violation of civil rights relating to the LICENSEE use of SOFTWARE.

6. TERMINATION. This License is effective until terminated. This License will terminate automatically without notice from LICENSOR if LICENSEE fails to comply with any provision of this License.

7. GOVERNING LAW. The laws of the State of California govern this Agreement.

LIMITED WARRANTY. LICENSOR warrants that, for a period of thirty (30) days from the date of delivery, SOFTWARE will perform substantially in accordance with the Operator's Manual.

CUSTOMER REMEDIES. LICENSOR's entire liability and LICENSEE's exclusive remedy shall be cancellation of the license and return of the license fee for the unused portion of the license. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED STATES OF AMERICA OR CANADA.

NO OTHER WARRANTIES. The foregoing warranties are in lieu of all other warranties, either express of implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to SOFTWARE, the accompanying written materials, and other media. Due to the myriad of factors that impact the outcomes of EEO-related litigation, LICENSOR does not guarantee that the work done by its employees or officers or its products will bear successful outcomes in audits or litigation. LICENSOR will at all times operate in a professional manner to provide the highest quality of service possible. No other warranty or representation, either expressed or implied, is included in the work prepared by LICENSOR or its products. The parties agree that the aggregate liability of the LICENSOR and any other persons or entities arising from performance of this Agreement on account of any and all injury or damage to person or property, any defect, error, omission, or professional negligence, including cost of defense and attorney fees, will be limited to a sum not exceeding the license fees collected. LICENSEE hereby releases and agrees to indemnify and hold the LICENSOR free and harmless from any such liability to the extent that such liability exceeds the license fees collected from the client.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall LICENSOR or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use SOFTWARE, even if LICENSOR has been advised of the possibility of such damages.

SECURITY ASSURANCES. BCG shall notify Client within twenty-four (24) hours of any breach of security (whether physical, data, or network) that results in the unauthorized access to client data.

Should there be any questions concerning this Agreement, contact BCG at 193 Blue Ravine Road, Suite 270, Folsom, CA 95630, staff@biddle.com, or 916-294-4250.

www.biddle.com : www.testgenius.com