



LSAT® CONTENT LICENSE AGREEMENT

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I. License and Scope

This agreement between Law School Admission Council, Inc., Box 40, Newtown, PA 18940 (LSAC) and (Licensee), dated _____, is a nonexclusive grant, from LSAC to Licensee, of permission to use, print, reproduce, and distribute only the LSAT content specified in Exhibit 1, and only in the manner(s) and in the media also described in Exhibit 1 ("Agreement"). No use or reproduction of LSAT content other than those specifically provided for in Exhibit 1 is permitted.

II. Licensed LSAT Content

Subject to the terms and conditions of this Agreement,

- A. LSAC grants Licensee the nonexclusive right to use, print, reproduce and distribute the LSAT Content described in Exhibit 1 ("Content"), which is attached to and made a part of this Agreement.

And

LSAC grants Licensee the nonexclusive right to use, and digitally/electronically reproduce and distribute, the Content consistent with the security protocol set forth Exhibit 2, which Exhibit is attached to and made a part of this Agreement, as well as the document entitled Rights Management of LSAC Materials found at www.LSAC.org.

- B. LSAC reserves the right to discontinue offering licenses for individual LSAT forms and questions at its sole discretion. LSAC will attempt to provide at least one year's notice to licensees prior to discontinuing content; however, the failure to provide this notice shall not affect LSAC's right to discontinue Content.

III. Term and Termination

- A. This license expires on June 30, 2019.
- B. This license may be renewed at the end of the term at the sole option of LSAC, provided all license requirements have been met, all licensing fees have been paid promptly, and the terms of this Agreement had been adhered to as determined in the sole discretion of LSAC.

In the event that LSAC believes that the Licensee has breached a material term or condition of this license, LSAC shall so notify the Licensee in writing. The Licensee shall have thirty (30) days from the date of the notice to cure the alleged breach and to notify LSAC in writing that cure has been effected. If Licensee fails to notify LSAC in writing that cure has been effected within thirty (30) days of notice of the breach, the license shall automatically be terminated. If licensee notifies LSAC that cure has been effected within thirty (30) days of notice of the breach and LSAC determines in its sole discretion, which it will exercise consistent with its implied covenant of good faith and fair dealing, that the breach has not been cured within the thirty (30) day period, then LSAC shall have the right to terminate this Agreement by providing notice of termination to the Licensee in writing. All outstanding license fees are due immediately upon termination of this license.

Notwithstanding the foregoing, if LSAC believes that Licensee has breached a material term or condition of this Agreement and said breach is not curable in LSAC's sole discretion, which it will exercise consistent with its implied covenant of good faith and fair dealing, LSAC shall have the right to terminate the license immediately upon notice to Licensee.

IV. Fees and Periodic Accounting

- A. Upon execution of this Agreement, Licensee shall pay an initial fee of \$500, which will be applied toward the amount owed LSAC based on the annual accounting for the first year of the license. This fee is nonrefundable and applies only to the initial term of this licensing Agreement, and may not be applied to future licenses. For any renewals, Licensee shall pay an additional nonrefundable fee of \$500 at the beginning of each renewal term.
- B. Each year, by July 15, Licensee agrees to provide an exact accounting of all test forms actually used, the number of individual licensed questions actually used, and the number of copies of each test form or question actually made between July 1 of the previous year and June 30 of the then-current year, and to pay (also by July 15) all licensing fees owed to LSAC, minus the initial \$500 fee.
- C. For the purposes of the required annual accountings, a "copy" is defined as each printed book, an accessed ebook, digital/electronic document, video, or any other format that is printed, distributed, or accessed.
- D. *[For print reproduction of licensed content, the licensing fees are based on the print run, not actual sales. For printed books that are updated frequently, LSAC may, but is not obligated to, make payment adjustments for unsold copies upon proof that the unsold copies have been destroyed and cannot be resold.] - FOR PRINT LICENSES, ONLY.*
- E. *[Fee Waivers. Fee waivers for LSAT test registration and Credential Assembly Service are granted by LSAC, in its sole discretion, to eligible candidates ("Fee Waiver Recipients"). Licensee desires to offer free test preparation courses to Fee Waiver Recipients. LSAC will not require Licensee to pay LSAC licensing fees for Fee Waiver Recipients for whom Licensee has waived its course fees. LSAC sends Fee Waiver Recipients emails to acknowledge their receipt of a fee waiver, and Licensee shall accept such emails (to be provided to Licensee directly by the Fee Waiver Recipients) as certification that a LSAC fee waiver has been*

granted. LSAC will not provide, or otherwise disclose, the names or contact information of Fee Waiver Recipients directly to Licensee. However, upon written request from Licensee, within which Licensee identifies the name and LSAC account number of a course registrant, LSAC will provide verification as to whether a LSAC fee waiver has been granted, as claimed by such registrant. At the time of payment of Licensee's scheduled licensing fees to LSAC, Licensee must provide a count and listing of the names and LSAC account numbers of course registrants for whom Licensee has granted fee waivers, together with a copy of the written communication or verification provided to each registrant by Licensee confirming or otherwise evidencing that the registrant was not charged a course fee by Licensee, and Licensee may deduct these individuals from the licensing fees owed to LSAC. The provision of the count, list of Fee Waiver Recipients, and written confirmation/communications from Licensee to each Fee Waiver Recipient by Licensee at the time of payment is a prerequisite to the ability to deduct any such individual from the calculation of licensing fees owed to LSAC.] – FOR FEE WAIVER LICENSEES ONLY.

V. Use Requirements and Limitations

- A. Licensee agrees that Exhibit 1 accurately and completely identifies the test questions and/or complete test forms that Licensee wishes to reproduce and estimates as completely as possible the number of reproductions of each question and/or test forms Licensee intends to make during the initial term of this Agreement. If Licensee wants to use additional test questions and/or complete test forms during the initial term of this Agreement, it shall request written authorization from LSAC and the parties will amend Exhibit 1 accordingly. At least thirty (30) days prior to any renewals, Licensee shall submit a proposal to LSAC that identifies the test questions and/or complete test forms that Licensee wishes to reproduce during the renewal term and estimates as completely as possible the number of reproductions and/or test forms Licensee intends to make during that term and the parties will agree on an amended Exhibit 1 that includes that information.
- B. All complete LSAT forms to be offered by Licensee in print or digitally/electronically must include instructional or explanatory content developed and added by the Licensee. If a complete LSAT form is offered, it must include all sections of the original PrepTest or released form on which it is based. A fifth section may be added to a licensed test form in order to simulate actual testing conditions; however, the fifth section must be an intact section from another licensed test form and may not contribute to the score.
- C. Licensee agrees that all LSAT questions that are licensed individually will be used verbatim, without modification or editing (including the questions themselves and their stems).
- D. Licensee may not create modified versions of actual LSAT test questions and publish them either as a supplement to, or as a substitute for, licensed questions. This practice of taking LSAT questions and modifying the names or context for the LSAT material is sometimes known as “cloning” and is prohibited under U.S. copyright law and this Agreement.

- E. This license includes only the rights specified in this license. Licenses that do not specify a grant of digital/electronic publication rights do not include such rights; licenses that do not specify print, video, or any other rights do not include such rights.
- F. Licensee agrees that all LSAC Content within Licensee's work will be clearly identified as such, and Licensee's work containing licensed Content will include, in a conspicuous place, the following statement: "All actual LSAT® content reproduced within this work is used with the permission of Law School Admission Council, Inc., (LSAC) Box 40, Newtown, PA 18940, the copyright owner. LSAC does not review or endorse specific test-preparation materials, companies, or services, and inclusion of licensed LSAT content within this work does not imply the review or endorsement of LSAC. LSAT is a registered trademark of LSAC."
- G. Licensee may make only descriptive reference to the LSAT and LAW SCHOOL ADMISSION TEST trademarks ("LSAT Trademarks") in a manner consistent with Paragraph V.G herein. Except as otherwise provided in the Agreement, Licensee shall not use the LSAT Trademarks, or any formatives thereof, in any manner that states, suggests, or implies that LSAC endorses, sponsors, or is otherwise affiliated with Licensee or Licensee's products and services. Licensee agrees not to challenge, directly or indirectly, LSAC's exclusive ownership or the validity of the LSAT Trademarks or the copyright in the licensed Content, and shall not attempt, directly or indirectly, to use, register, or assert ownership in any LSAT Trademark, or any confusingly similar variations thereof, as a trade/service mark, corporate name, domain name, product name or other indicia of source anywhere in the world, without the prior written consent of LSAC, which LSAC may withhold at its sole discretion. The obligations of this paragraph shall survive termination or expiration of this Agreement.
- H. Covers or title pages used with licensed LSAT Content may not mimic LSAC's branded cover designs or trademarked PrepTest titles. LSAC's PrepTest titles and numbers may be used solely to describe the content of the published material, and not as a prominent part of Licensee's titles. The titles of Licensee's published material must clearly show that they are published by Licensee and not by LSAC.
- I. The LSAT is designed and intended to measure skills that are considered essential for success in law school: the reading and comprehension of complex texts with accuracy and insight; the organization and management of information and the ability to draw reasonable inferences from it; the ability to think critically; and the analysis and evaluation of the reasoning and arguments of others. The objective of the LSAT is to assist law schools in making fair and objective admissions decisions by providing an effective predictor of law school performance. During the Term of this Agreement, Licensee agrees that it will not authorize or permit its employees or agents to misrepresent the intent or objectives of the LSAT.
- J. Security Requirements for Digital/Electronic Publication of LSAT Licensed Content
1. Licensee agrees to safeguard LSAT Content from unauthorized reproduction and distribution and agrees to provide complete and accurate information and access requested by LSAC in its efforts to assess whether LSAC Content offered digitally/electronically is and will be sufficiently protected.

Content licensed from LSAC shall be maintained in a secure environment, so that the licensed material is secure from manipulation, unauthorized copying or transmission, infringement, and other misappropriation or misuse. All LSAC Content to be used digitally/electronically must adhere to the security protocol described in Exhibit 2. Licensee agrees to notify LSAC of the need for any changes to the approved protocol so that LSAC can review and approve changes prior to their implementation.

2. Licensee agrees to include both an open and hidden watermark or other visual indication on each page or screen containing licensed LSAT material that is to be used digitally/electronically. This watermark must indicate the name of the product or company licensing the materials. The hidden watermark must appear as a screen behind the entirety of LSAT material on every page or screen. The open watermark must be screened behind the text on the page or screen if possible, or located in another prominent place on the page or screen. Examples (screen shots) of the approved watermarks are attached to this Agreement as Exhibit 3. No changes to these approved watermarks can be made without the prior written approval of LSAC.
3. The burden of protecting LSAC's licensed Content shall fall upon Licensee.
4. Content that will be delivered to phones and tablets should not contain text-based content unless that content is kept encrypted in the application and decrypted by the application upon display. Having clear text in component files (such as APK files for Android-based devices) is not generally acceptable.
5. In order for an eBook to meet LSAC's protection standards, it would need to have strong DRM (Digital Rights management) built in. Formats that have built-in DRM that meet LSAC standards (as long as the DRM is incorporated in the file with our content) are: .azw – Kindle; .aeh – Arghos; .lit – Microsoft Reader; and .pdb – eReader (must be encrypted). While LSAC will consider other formats, the DRM used by the proposed format must be clearly specified in Exhibit 2 to permit LSAC to evaluate suitability.
6. **For content that is being offered digitally/electronically to Licensee's prep course registrants (customers for which Licensee has identifying information, whether or not registration involved payment to Licensee, and for which Licensee has provided access to specific content for a specific period of time):**

Exhibit 2 includes the security protocol specified by Licensee and approved by LSAC that specifically details the manner in which files containing LSAC licensed Content will be stored and distributed, and security measures to be used to protect the licensed material from unauthorized access, viewing, copying, printing, sharing, and altering. Security measures specified in Exhibit 2 include timeframe for customer access, password-protection, etc.

7. **For content to be distributed digitally/electronically for sale to the public—including, but not limited to, ebooks, videos, web pages (public being defined as customers who may access content outside of the context of course registration):**

Exhibit 2 includes the security protocol specified by Licensee and approved by LSAC that specifically details the manner in which files containing LSAC licensed Content will be stored and distributed, and all security measures to be used to protect the licensed material from unauthorized access, viewing, copying, printing, sharing, and altering. LSAC requires licensees who intend to offer LSAT preparation material via the internet to the general public to employ security that does not employ the use of JavaScript and will

- control usage;
- prevent copying, and cutting and pasting;
- prevent emailing, forwarding, sharing, unauthorized access, and unauthorized distribution;
- limit printing to one time;
- control and instantly revoke access if a violation occurs;
- identify abusers;
- expire access after a mutually agreed upon timeframe and/or number of views; and,
- maintain a complete audit trail of how, when, and where LSAC's material is being used.

VI. Sample Copies

Licensee agrees to provide LSAC with a sample of any printed books containing LSAT licensed Content and/or access to digital/electronic materials within 90 days of the execution of this Agreement.

VII. Relationship of the Parties

The relationship of the parties, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture, or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

VIII. Assignment

Licensee may not assign or sublicense the rights granted under this license to any other person, company, or organization without the express prior written consent of LSAC and subject to the assignee or sublicensee acknowledging and agreeing to the terms of this Agreement in writing. This obligation includes but is not limited to any other person or company who will be acknowledged as a publisher or copyright holder of publications containing LSAT Content covered by this Agreement.

IX. Choice of Law

This Agreement shall be covered by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

X. Auxiliary Information

In an effort to increase awareness of LSAC's day-of-test rules and its misconduct and irregularities process, Licensee agrees to provide information supplied by LSAC on those topics to its clients. Licensee further agrees to provide, and keep up-to-date, a link, to be provided by LSAC, from its website to LSAC's information on these topics.

XI. Notice of Third-Party Claims

Licensee agrees to notify LSAC immediately of any third-party claims related to the copyright of licensed Content.

XII. Audit

LSAC, either directly or through its auditing firm, shall have the right to inspect Licensee's records and accounts for the purpose of auditing the accountings and license-fee payments required under this Agreement. Such inspection shall be at LSAC's own expense, and shall occur during regular business hours on mutually agreed upon dates and times. LSAC shall provide Licensee with at least seven days' notice of its intent to exercise this right. Should an audit reveal discrepancies in licensing fees owed and licensing fees paid to LSAC, the licensee will be required to pay the additional fees within 15 days of receiving notification of the discrepancy. LSAC's rights under this paragraph shall survive for three (3) years following termination or expiration of this Agreement.

FOR LSAC:

FOR LICENSEE:

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Signature

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Signature

Kellye Testy

Name

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Name

President and CEO

Title

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Title

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Date

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Date

Exhibit 1
Licensed Content and Use

SAMPLE

Exhibit 2
Security Protocol

SAMPLE

Exhibit 3
Example of Watermark

SAMPLE