

THIS AGREEMENT MAY ONLY BE USED BY PERSONS PHYSICALLY LOCATED IN THE UNITED STATES AND CANADA. PLEASE READ THESE TERMS CAREFULLY. THESE TERMS FORM AN AGREEMENT BETWEEN YOU AND SCIENTIFIC LEARNING. BY ACCEPTING THIS AGREEMENT OR BY PURCHASING SINGLE USE LICENSES AS A FAST FORWORD PROVIDER, YOU AGREE TO BE BOUND BY ALL OF THE TERMS WITHOUT QUALIFICATION. IF YOU DO NOT AGREE TO ANY OF THE FOLLOWING TERMS, YOU MAY NOT PURCHASE OR PROVIDE SCIENTIFIC LEARNING'S SOFTWARE PRODUCTS.

**SCIENTIFIC LEARNING CORPORATION
ADMINISTRATOR AGREEMENT
(effective June 20, 2011)**

1. **AUTHORIZATION.** Provided that you have completed any required training and have passed any required training review, upon your acceptance of these terms, Scientific Learning Corporation (SLC) authorizes you to administer Scientific Learning Fast ForWord and Reading Assistant products ("Products"), in accordance with these terms. (Training and passing the review is not required for administering only Reading Assistant products.) SLC will issue you identification and/or access numbers so that, upon your purchase of appropriate licenses, you can access the products for the persons to whom you administer the products ("Participants"). During the term of this Agreement, you may purchase licenses to Products for your Participants on the terms set forth below.
2. **PROGRAM ADMINISTRATION REQUIREMENTS.** You agree to administer Products to your Participants only under the following circumstances:
 - a. There is a license agreement in effect for that Product use by that Participant, and the Participant's use is in compliance with all of the terms of the license.
 - b. Your Participant is located in the United States or Canada or, if SLC has authorized you to administer to a participant in another geographic area, in accordance with that authorization.
 - c. SLC may modify or update the Products from time to time. You agree to use the most current version of the Products then available to you.
 - d. You agree to use each Product in compliance with one of the protocols established for that Product and in accordance with the most current instructions and materials that SLC has made available to you.
 - e. You (or the persons responsible for the location where you are administering the Product) will obtain and maintain, at your or its expense, the computer equipment, other software, headphones, telecommunications links and/or Internet access required to comply with the technical specifications requirements established for the version of the Product that you are operating.
 - f. You (or the persons responsible for the location where you are administering the Product) are responsible for selecting appropriate Participants to use the Products.
3. **PARENTAL CONSENT; CONFIDENTIALITY AND DATA USE**
 - a. If a Participant is using a Product outside of a school setting, then, before a Participant uses the Product, you will obtain the consent of the Participant (or if the Participant is a minor, the Participant's parent or legal guardian) that (1) the Participant may work on the Product; (2) data about the Participant and his/her performance on the Product will be transmitted over the Internet; (3) all data or information relating to the Participant that is received by SLC relating to the Participant's use of the Products, including results on tests or other assessments, may be used by SLC the purposes of providing services and licenses related to use of the Products and for research, norming, marketing and other purposes, provided that Participants may only be publicly identified as the source of any particular information where required by law or with the prior consent of the person whose identity would be disclosed.
 - b. You agree both during and after the term of this Agreement not to disclose any participant identification or license number to anyone other than the Participant for whom it was issued and his/her parents or guardians, not to disclose your certification, identification or access numbers to anyone not under your direct supervision, and not to use any certification or identification number for any purpose other than use of the Products in accordance with a valid license agreement. You agree to inform all persons under your supervision who may have access to such numbers of this obligation of confidentiality.
 - c. You are responsible for controlling and managing access to any data of your Participants that may be stored on SLC servers and accessed over the Internet, using user identifications provided by SLC and/or generated by you. You agree that in using the Products and any related data services or reports generated thereby, you will comply with all applicable federal and state privacy and records laws.
 - d. You agree that SLC may use any data or information transmitted or otherwise provided to SLC that relates to the Products or your use of the Products, including results on tests and other assessments, for the purposes for providing services and licenses related to this Agreement and for research,

norming, marketing and other purposes, provided that you and your Participants may only be publicly identified as the source of any particular information where required by law or with the prior consent of the person whose identity would be disclosed.

4. LICENSES

- a. During the term of this Agreement, you may from time to time purchase licenses to the Products on such terms and at such prices as SLC may make available to you from time to time. Any licenses that you purchase may not be transferred or sublicensed to any other person and may be used only under the direct supervision of you or your employees. You will not assign or in any manner transfer license rights to any Products to any public school or school system.
- b. When you make the Products available to any other person (for example, Participants, Participants' parents, or your staff who is assisting in administration of the Products), you may do so only under the provisions of a valid license agreement, and you are responsible for ensuring that all persons to whom you make the Products available comply with all terms of the applicable license.
- c. Each license you purchase is governed by the Terms and Conditions found at www.scilearn.com/terms as in effect at the time that you purchase the license.
- d. For single use licenses, SLC may provide limited rights to switch participants between grade bands for the Reading Assistant Products or to obtain a refund. If available, such rights will be **only** in accordance with the policy posted on SLC's Web site, which SLC has the right to change at its discretion from time to time. Except as provided by such policy as then posted on the Web site or as otherwise expressly provided in the applicable license agreement, SLC has no obligation to refund any fees or to permit Participants to be switched between Products.

5. LIMITATION OF LIABILITY . TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES, IN NO EVENT WILL SLC OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCTS OR ANY SERVICES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST INFORMATION, LOST REVENUES OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER ARISING AND UNDER ANY THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) EVEN IF SLC OR ITS LICENSORS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SLC OR ITS LICENSORS BE LIABLE IN DAMAGES OR OTHERWISE IN EXCESS OF THE AMOUNT PAID BY YOU FOR FOR THE SOFTWARE OR SERVICE ON WHICH THE CLAIM IS BASED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT SLC MAY NOT AS A MATTER OF APPLICABLE LAW LIMIT ITS LIABILITY, THE EXTENT OF SUCH LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY AND LIMITED REMEDIES CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF SLC'S BARGAIN HEREUNDER, AND SLC WOULD NOT BE ABLE TO PROVIDE THE PRODUCTS ABSENT SUCH LIMITATIONS.

6. YOUR BUSINESS

- a. *No Exclusivity* – You have no exclusive rights with respect to the Products. SLC is free to promote and have the Products administered anywhere, through other persons, some of whom may compete with you, and through any other distribution channels or direct sales methods as SLC may choose. SLC places no restrictions on your use of other teaching and remediation techniques, including those that may compete with the Products.
- b. *No Significant Control or Assistance* – SLC will not exercise any significant control over the manner in which you market, sell or deliver your professional services, and will not provide any marketing plan or requirements or any significant assistance to you in the marketing, sale or delivery of such services. SLC may from time to time provide you with materials that describe or promote the Products. You may, but are not required, to use such materials. You may not alter such materials without SLC's consent.
- c. *No Trademark License* - This Agreement does not grant you a trademark license. Provided that you have successfully completed any required administrator training and have agreed to these terms, you may indicate in your promotional literature that you are authorized to administer the Products. You may not use the words "Scientific Learning" or "Fast ForWord" or any other trademark or trade name of SLC as part of

your business or trade name or in any other manner without the express written approval of SLC. You agree not to do anything that might damage or diminish SLC's rights in its tradenames and trademarks.

- d. *Income from Administering Products.* SLC makes no representation as to any minimum or potential level of revenue, profit or income you may receive as a result of your administration of the Products. You will not participate in any income SLC derives from licensing the Licensed Materials, and SLC will not participate in any way in your professional or other fees, if any, related to administering the Products.
- e. *Not a Franchise* - Nothing in this Agreement will be construed to establish a franchise relationship between you and SLC. If you are deemed to be a franchisee of SLC under the laws of any jurisdiction, you expressly waive any rights you may have under such laws, to the maximum extent permitted by such laws.

7. INDEMNIFICATION

You agree to indemnify and hold SLC and its affiliates and stockholders, and their directors, officers and employees harmless from and against any and all losses, liabilities, costs and expenses, including, but not limited to attorneys' fees and disbursements, directly or indirectly relating to or arising out of any inaccuracy of any representation or warranty that you made in this Agreement, any failure by you or any person under your control to comply with the requirements of this Agreement, or any negligence or wrongful act by you or any person under your control.

8. TERM AND TERMINATION

- a. *Term* – This Administrator Agreement will continue until terminated by either party under the terms of this Agreement. From time to time, SLC may modify the terms of its standard administrator agreement and request that you enter into a revised administrator agreement. If you decline to do so, this Agreement shall remain in effect thereafter only for the period of time and to the extent necessary to permit your Participants to complete any Products you have licensed prior to such termination.
- b. *Termination by You Without Cause* - You may terminate this Agreement at any time, without cause, upon written notice to SLC.
- c. *Termination by SLC* - SLC may terminate this Agreement upon notice to you:
 - if you commit a material breach of this Agreement or of any Product license that you may purchase and fail to cure such breach within 30 days after receipt of notice thereof from SLC;
 - with immediate effect, if you fail to comply with any of the requirements of Paragraph 2 or 3 above;
 - upon 90 days written notice, for any reason, provided that this Agreement shall remain in effect after such 90 days for the period of time and to the extent necessary to permit any Participants to complete any Products you have licensed prior to such termination.
- d. *Upon Expiration or Termination* -
 - You will deliver to SLC or otherwise dispose of as SLC instructs, all materials supplied to you by SLC for use in operating under this Agreement and, upon SLC's request, all copies of the Licensed Materials in your possession or under your control.
 - The expiration or termination of this Agreement for any reason will not release either party from any liability which shall already have accrued to the other party or which may accrue with respect to any act or omission prior to such expiration or termination. The termination of this Agreement in accordance with its terms will not entitle either party hereto to any compensation, damages or payment for goodwill, notwithstanding any applicable law to the contrary.

9. MISCELLANEOUS

- a. You may not assign or otherwise transfer in any way any of your rights or obligations under this Agreement or any license that you purchase under this Agreement without the prior written consent of SLC.
- b. SLC and you are independent contractors. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between SLC and you.
- c. You and each person who you allow to administer the Products will comply with all applicable laws and regulations in performing all activities under this Agreement.

- d. If any term of this Agreement is declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms will be unimpaired, and the invalid term will be replaced by such valid term as comes closest to the intention underlying the invalid term.
- e. This Agreement and the documents to which it refers constitute the entire agreement between SLC and you relating to the subject matter hereof and supersede all prior proposals, negotiations, agreements and understandings between the parties relating to its subject matter. This Agreement may not be amended or changed in any way unless such changes are in writing and are executed (signed or agreed to by clicking the appropriate acceptance notice) by the parties hereto. The waiver or failure of either SLC or you to exercise in any respect any rights provided for in this Agreement will not be deemed a waiver of any further right under this Agreement.
- f. Neither party shall be liable for any failure to perform hereunder due to causes beyond its reasonable control.
- g. This Agreement will be governed by and construed in accordance with the internal domestic laws of the State of California without regard to conflict of laws principles. All disputes arising out of or relating to this Agreement, or the Products or services SLC may provide will be resolved by arbitration in San Francisco and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment upon the award of the arbitrator may be enforced in any court having jurisdiction thereof. The parties consent to the non-exclusive jurisdiction of the federal and state courts located within the State of California for any action related to this Agreement.
- h. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- i. Applicable only to Agreements with Canadian Residents - The parties hereby confirm their request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Les parties aux présentes reconnaissent avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.