

NCTA TRADEMARKS LICENSE

1. GRANT OF NON-EXCLUSIVE LICENSE

National College Testing Association (hereinafter "LICENSOR" or "NCTA") a not-for-profit organization incorporated in the state of Wisconsin, grants a limited, non-exclusive license to LICENSEE for the use of the following enumerated certification marks, collective marks and/or service marks and trademarks (hereinafter "MARKS") as governed by the terms of this license:

"We Subscribe" logo and the "NCTA Guidelines We Subscribe" mark

and/or

"Participant" logo and "Consortium of College Testing Centers Participant" mark.

2. USES OF MARKS

LICENSEE is solely permitted to use the licensed Marks on websites, pamphlets, promotional materials, training manuals and procedural documentation of LICENSEE and other similar non-commercial uses of Marks provided the use complies with the guidelines herein and the specifications below. Prohibited uses of MARKS include sales of items bearing MARKS, and similar commercial uses. In addition, use of the Marks to falsely indicate the approval of NCTA in areas other than those covered by the NCTA Guidelines is also prohibited by this license. The determination of acceptable uses is made at the sole discretion of the NCTA.

LICENSEE may not manufacture, sell, or give away merchandise items such as T-shirts, mugs, etc. bearing any NCTA trademark, including logos, except pursuant to an express written trademark license from NCTA.

3. LICENSED ENTITIES

This license is granted to the named entity below. In the case of educational institutions, the license extends to wholly owned subsidiary educational institutions that operate under the name of the LICENSEE and which independently conform to the terms of this license. Additional branches, campuses and/or other geographically distinct locations of the educational institution are additionally licensed provided that each location complies with the terms of this license.

Educational institutions are defined as for-profit and non-profit institutions with the primary purpose of educating post-secondary, college and/or post-graduate students.

Subsidiaries of educational institutions not qualifying under this section, and subsidiaries of entities other than educational institutions, are required to obtain individual licenses for the use of MARKS.

4. SPECIFICATIONS OF PROPER METHODS OF USE OF MARKS

LICENSEE agrees to include an attribution of ownership by NCTA of the trademark(s) within the credit notice section of its website, documentation or advertisement. The format to follow is:

"The 'We Subscribe' logo and the 'NCTA Guidelines We Subscribe' mark, the 'We Participate' logo and the 'Consortium of College Testing Centers Participant' mark are service marks of National College Testing Association in the United States and are used by permission."

LICENSEE may place a text link to the NCTA Web page on LICENSEE's site if the text link is not a prominent feature on the site or used in any way to confuse or mislead consumers.

LICENSEE may refer to the NCTA name or NCTA trademarks in a plain text font and format, provided this use follows the NCTA general trademark guidelines, and LICENSEE includes appropriate wording such as "This way to NCTA web site" Except for the Link Logos as provided by NCTA, LICENSEE may not use the NCTA association logo or any other logo or graphic to link to NCTA.

LICENSEE may only use NCTA link logos in accordance with the guidelines applicable to each logo as provided.

LICENSEE may reference NCTA trademarks on its Web site to indicate that LICENSEE's institution, organization or company subscribes to the NCTA Guidelines and/or is a Participant in the Consortium of College Testing Centers, provided the reference complies with the guidelines herein.

LICENSEE may not use any NCTA trademark in the title of its Web site or as a second-level domain name.

LICENSEE may not use any NCTA trademark in any manner that expresses or implies NCTA's affiliation, sponsorship, endorsement, certification, or approval beyond those associated with the "We Subscribe" and/or "Participant" programs. Do not use any NCTA trademark in such a manner that it appears NCTA is legally associated with your organization, institution or company in any other manner other than the "We Subscribe" and "Participant" program participation. LICENSEE must display its organization, institution or company name more prominently than any NCTA trademark on all materials.

LICENSEE agrees not to use or register any NCTA trademark, including NCTA logos, symbols, icons, or any potentially confusing variation thereof as part of its company name, trade name, product name, service name, or domain name. LICENSEE agrees not to place its institutional or company name, trademarks, service marks, or product names next to (or combine them with) an NCTA service name.

Examples of appropriate usage of marks:

"[Institution] subscribes to the NCTA Professional Standards and Guidelines."

Alternate acceptable form:

"We subscribe to the NCTA Professional Standards and Guidelines."

"[Institution is] a Participant in the NCTA Consortium of College Testing Centers."

Alternate acceptable form:

"We participate in the NCTA Consortium of College Testing Centers."

The verbs "endorse" in the case of the Professional Standards and Guidelines and "member" in the case of the CCTC are strongly discouraged. Organizations "subscribe" or alternately "adhere" to the NCTA Professional Standards and Guidelines and "participate" in the Consortium of College Testing Centers. Organizations that are current members of the NCTA may indicate that they are "members" of the NCTA.

5. TERRITORY OF LICENSE

The LICENSEE is authorized to use the MARKS throughout the world limited only in that the MARKS are to be used only in association with the institutions registered with the NCTA as described in Section 3 above.

6. PROTECTION OF LICENSED TRADEMARK

LICENSEE agrees to aid LICENSOR in the protection of the value and validity of LICENSOR'S MARKS. Specifically, LICENSEE agrees not to challenge, oppose, and petition to cancel or otherwise attack the MARKS and LICENSOR ownership thereof. LICENSEE also agrees, subject to the terms and conditions of this Agreement, that any and all rights that may be acquired by the use of the MARKS by LICENSEE shall inure to the sole benefit of LICENSOR. Except as provided in this Agreement,

LICENSEE shall not use the MARKS as all or part of any corporate name, trade name, trademark, service mark, certification mark, collective membership mark or any other designation confusingly similar to the LICENSED TRADEMARK. If any application for registration is or has been filed by or on behalf of LICENSEE in any country of the TERRITORY and relates to any mark which, in the reasonable opinion of LICENSOR, is confusingly similar, deceptive or misleading with respect to, or dilutes or in any way damages the LICENSED TRADEMARK, LICENSEE shall at LICENSOR request abandon all use of such mark and any registration or application for registration thereof and shall reimburse LICENSOR for all costs and expenses of any successful opposition or related legal proceeding, including attorneys' fees, instigated by LICENSOR or its authorized representative.

In the performance of this Agreement, LICENSEE shall comply with all applicable laws and regulations pertaining to the proper use and designation of trademarks in the countries of said TERRITORY. Should LICENSEE be, or become, aware of any applicable laws or regulations that are inconsistent with the provisions of

this Agreement, LICENSEE shall promptly notify LICENSOR of such inconsistency.

LICENSOR and LICENSEE shall attempt to resolve the inconsistency. In the event no resolution is achieved and performance of such inconsistent provision is not waived, and provided LICENSOR in good faith determines that such inconsistency threatens its legal rights in and to the MARKS or may subject it to liability for damages or penalties to a third party or government entity or is otherwise injurious to LICENSOR, then

LICENSOR may terminate the license and rights granted hereunder with respect to the use of the MARKS in the country whose laws and regulations are inconsistent with the provisions of this Agreement.

7. INDEMNIFICATION

The LICENSEE hereby saves and holds LICENSOR, its Board of Directors and officers, its successors and assigns (the "Indemnified Parties") harmless of and from, and indemnifies and agrees to defend them against any and all losses, liability, damages and expenses (including, without limitation, reasonable attorney's fees and expenses), for which they may become liable in any action, claim or proceeding stemming from a claim of intellectual property infringement caused by the LICENSEE's performance of its obligations under this Agreement, the use of the Product and or the breach by the LICENSEE of any covenant contained herein.

8. AGREEMENT PERSONAL

The benefit of this Agreement shall be personal to LICENSEE, who shall not without the prior consent in writing of LICENSOR assign the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect of the LICENSED TRADEMARK. Any such purported assignment shall be void.

9. TERM AND TERMINATION

A. The trademark license granted under this Agreement shall remain in force from the effective date of this Agreement until terminated in accordance with this Section.

B. If LICENSEE is in material breach of one or more of its obligations under this

Agreement, LICENSOR may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than thirty (30) days written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

C. LICENSOR may also, at its option and to the extent permitted by law, forthwith terminate the license and rights granted in this Agreement to LICENSEE upon the occurrence of any of the following:

(1) An unresolved inconsistency occurring between any applicable laws and regulations and the provisions of this Agreement, as and to the extent provided in Section PROTECTION OF MARKS; or

(2) Continued use of the trademark in a particular country where such continued use is prohibited in any respect by the action of any judicial, administrative or like authority, or as a result of an agreement with a third party to settle a dispute relating to the MARKS; or

(3) LICENSOR determines that LICENSEE is in material breach of the respective terms and obligations of the "We Subscribe" and/or "Participant" programs for which program subscription or participation the applicable mark is a designation.

D. LICENSEE may unilaterally terminate its licenses under this Agreement by giving at least thirty (30) days written notice to LICENSOR.

E. Immediately after the expiration or termination of the license and rights granted under this Agreement, LICENSEE agrees to cease and discontinue completely and permanently use of the MARKS.

F. Additionally, upon expiration or termination of this Agreement or of LICENSEE's licenses hereunder, all rights granted under this Agreement and all obligations arising from this Agreement shall cease to exist except the obligations set forth in Sections 6 - PROTECTION OF LICENSED TRADEMARK; 7 - INDEMNIFICATION; and 9 - TERM AND TERMINATION.

10. ENTIRE AGREEMENT

The provisions of this Agreement (including any applicable CONTROL SPECIFICATION(S)) contain the entire understanding between the parties relating to use by LICENSEE of the MARKS. Such provisions supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to such use by LICENSEE. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the NCTA.

11. GOVERNING LAW

The substantive laws of the State of Wisconsin will govern the construction of this Agreement.

12. NO WAIVER

No waiver of any breach of any provision of this Agreement shall constitute a

waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13. AUTHORIZED SIGNATURES

LICENSEE

_____ Date: _____

Name

Title

National College Testing Association

_____ Date: _____

Name

Title

06/6 22/05 ver 1.0