



PowerScore LSAT Course Subscription Enrollment Agreement

You ("You," "Student") have enrolled in a program with PowerScore LLC, a BARBRI Inc subsidiary, as applicable ("PowerScore," "we," "us," "our"). This Enrollment Agreement along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time (these "Terms") constitute a legally binding agreement as of the Effective Date (as defined below), governing your access to, and the use of PowerScore and any related website owned or operated by BARBRI Inc (the "Sites"), and the use of, and registration with, PowerScore LSAT Courses (defined below) through the Sites, or through any other means.

You are solely responsible for all telephone, computer hardware, and other equipment and all Internet or wireless services required for access to and use of our online services.

PowerScore reserves the right, in its sole discretion, to change these Student Enrollment Agreement Terms and Conditions, in whole or in part, at any time. Changes in these Student Enrollment Agreement Terms and Conditions will be effective when posted.

This document constitutes a binding Agreement between PowerScore and the undersigned Student ("you," "Student"), pursuant to the terms set forth below (the "Enrollment Agreement"):

A. Account Registration and Administration.:

- **Account Registration.** To register for the PowerScore LSAT Courses for the first time, you shall create an account with the PowerScore LSAT Courses. By creating an account ("Account") and registering for a PowerScore LSAT Course you become a PowerScore Student (the "Student"). By registering for a PowerScore LSAT Course account, you are acknowledging and agreeing to BARBRI's Terms of Service, Terms and Conditions, and Privacy Policy.
- **Your Registration Information.** When creating an Account or when you are added into an Account and creating your user profile (the "User Profile"), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your User Profile and password, including any integration or any other use of third party products or PowerScore LSAT Courses (and associated disclosure of data) in connection with the PowerScore LSAT Courses; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account and/or any breach of these Terms. You acknowledge that any communications we receive under your Account have been made by you and you are responsible for any communications received under your account. Student will be solely responsible and liable for any losses, damages, liability, and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.
- **Access.** Electronic access to the PowerScore LSAT Courses begins the day of the purchase.

- User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you lose access to your account or otherwise request information about an Account, we reserve the right to request from you any verification we deem necessary before restoring access to or providing information about such Account.

B. Subscription Term, Renewal and Fees Payment.

- Subscription Term. The PowerScore LSAT Courses are provided on a subscription plan selected by the Student and specified in your Registration/Subscription confirmation email, in accordance with the respective subscription plan purchased via PowerScore (the “Subscription Term” and the “Subscription Plan,” respectively, and collectively the “Subscription”).
- Subscription Fees. In consideration for the provision of the PowerScore LSAT Course, Student shall pay us the applicable fees per the purchased Subscription, as set forth in the applicable Registration/Subscription Confirmation email (the “Subscription Fees”). Unless indicated otherwise. Student hereby authorizes us, either directly or through our payment processing service(s), to charge such Subscription Fees via Student’s selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time upon notice to the Student if such a change may affect Student’s existing subscriptions upon renewal. In the event of failure to collect the Fees owed by the Student, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.
- Taxes. The Subscription Fees payable is expressed exclusive of taxes. In respect of any taxable supply, the Student must pay to PowerScore an additional amount equal to the prevailing tax rate, payable at the same time and in the same manner as the Subscription Fees.
- Subscription Upgrade. During the Subscription Term, Students who are subscribed to the Starter Access, Testing & Analytics, Essentials and Premium Course may upgrade their Subscription Plan by upgrading to a higher type of Subscription Plan; (collectively, “Subscription Upgrades”). Upon a Subscription Upgrade, Student will be billed for the applicable increased amount of Subscription Fees, at our then-current rates (unless indicated otherwise), prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Student will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Student upon the date on which the Subscription Upgrade was made.
- Subscription Downgrade. During the Subscription Term, Students who are subscribed to the Essentials Course, Premium Course, or Elite Course may downgrade their Subscription Plan by downgrading to a lower type of Subscription Plan (collectively, “Subscription Downgrades”). Upon a Subscription Downgrade, Student will be billed for the downgrade subscription amount. Refunds and/or credits will NOT be issued for Subscription Downgrades made in the middle of a subscription period. Student will have access to the higher subscription until the end of the subscription period. Upon the start of the new subscription period, Student will then have access to the plan that the Student downgraded to.
- Billing. As part of registering with PowerScore, Student agrees to provide us with updated, accurate, and complete billing information, and Student authorizes us (either directly or through our subsidiaries or affiliates) to charge, request, and collect payment

(or otherwise charge, or take any other billing actions) from Student's payment method or designated banking account, and to make any inquiries that we may consider necessary to validate Student's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Student's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Student's credit card company).

- **Cancellation.** In order to ensure that Student will not experience any interruption or loss of services, Student's Subscription will automatically renew monthly, unless otherwise notified to Student, at the same price (subject to applicable tax changes and excluding any discount or other promotional offer provided for the first Subscription Term). Accordingly, unless either Student or we cancel the Subscription, we will attempt to automatically charge the Student the applicable Subscription Fees upon or immediately prior to the Student's enrollment date. If a Student wishes to avoid such auto-renewal, Student shall cancel its Subscription, prior to the Student's enrollment date. Except as expressly set forth in these Terms, if the Student cancels their Subscription, the Subscription will not be renewed for an additional period and Student will retain access to the subscription until the end of the subscription period. Student will not be refunded or credited for any unused period within the Subscription Term.
- **Discounts and Promotions.** Unless expressly stated otherwise in a separate legally binding agreement, if Student received a special discount or other promotional offer, Student acknowledges that upon renewal of its Subscription, PowerScore will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

C. **Term and Termination; Suspension.**

- **Term.** These Terms are in full force and effect, commencing upon the Effective Date, until the end of the PowerScore LSAT Courses underlying Student Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.
- **Termination for Cause.** Either Student or us may terminate the PowerScore LSAT Courses and these Terms, upon written notice, in case that (a) the other party is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 30 days.
- **Termination by Student.** Student may terminate its Subscription to the PowerScore LSAT Courses by cancelling the PowerScore LSAT Courses, whereby such termination shall not derogate from Student's obligation to pay applicable Subscription Fees. The effective date of such termination will take effect at the end of the then-current Subscription Term, and Student's obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain in full force and effect, and Student shall not be entitled to a refund for any pre-paid Subscription Fees.
- **Effect of Termination of PowerScore LSAT Courses.** Upon termination or expiration of these Terms, Student's Subscription and all rights granted to you hereunder shall terminate, we may remove access to your account, and the unused accrued tutoring hours from the LSAT Elite Course will not roll over if the Student's subscription resumes at a later date. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Student from its obligation to pay due Subscription Fees.

- Survival. Section Student Data, Privacy and Security, Subscription Term, Renewal and Fees Payment in respect of unpaid Subscription Fees, PowerScore LSAT Courses, Term and Termination; Suspension, Confidentiality, Limitations of Liability, Indemnification, and General Provisions, shall survive the termination or expiration of these Terms, and continue to be in force and effect in accordance with their applicable terms.
- Suspension. Without detracting from our termination rights above, we may decide to temporarily suspend the Account and/or a Student Profile (including any access thereto) and/or our PowerScore LSAT Courses, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the PowerScore LSAT Courses in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the PowerScore LSAT Courses in breach of these Terms or applicable Law; (iii) Student's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Student's or any of its Users' breach of the Acceptable Use Policy. The aforementioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law. If we temporarily suspend the Account, a Student Profile (including any access thereto), and/or our PowerScore LSAT Courses, the unused accrued tutoring hours from the LSAT Elite Course will not roll over once the Student's subscription resumes at a later date.

D. Refund Policy; Chargeback.

- Non-Refundable Services. All Courses are non-refundable, including tutoring hours for the LSAT Elite Course. The Student shall not be entitled, and we shall not be under any obligation, to terminate the Course and give a refund or credit...
- Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Subscription Fees on Student's Account ("Chargeback"), this will be considered as a breach of Student's payment obligations hereunder, and Student's use of the PowerScore LSAT Course may be disabled or terminated and such use of the PowerScore LSAT Course will not resume until Student re-subscribes for any such PowerScore LSAT Course, and pay any applicable Subscription Fees in full, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without detracting from any other remedy that may be applicable to us under these Terms or applicable law.

E. PowerScore LSAT Courses

- LSAT Starter Access Courses. We may offer one of our PowerScore LSAT Courses as a free, no-obligation trial version ("LSAT Starter Access Courses"). The term of the LSAT Starter Access Courses commences upon purchase of the LSAT Starter Access Courses and is offered for 30 calendar days, unless terminated earlier by either Student or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit this LSAT Starter Access Courses at any time and without liability or explanation to you. In respect of a LSAT Starter Access Courses that is a trial version of the Subscription Plan (the "Starter Access Subscription"), upon termination of the Starter Access Subscription, we may remove access to your account at any time without any prior written notice. In addition to the fee listed above, a \$120 fee for the subscription to LawHub Advantage that is not included in your LSAT program will not be refunded if you have activated your subscription. PowerScore has made no statements, representations, promises or guarantee as to Student's performance on the LSAT, including Student's score or percentile.

- **LSAT Testing & Analytics.** We may offer one of our PowerScore LSAT Courses as a \$45.00 version ("LSAT Testing & Analytics Courses"). The initial fee is \$45 and each subsequent month is \$35. The term of the LSAT Testing & Analytics Courses commences upon purchase of the LSAT Testing & Analytics Courses and is offered for 30 calendar days, unless terminated earlier by either Student or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit this LSAT Testing & Analytics Courses at any time and without liability or explanation to you. In respect of the LSAT Testing & Analytics Courses that is a trial version of the Subscription Plan (the "Testing & Analytics Subscription"), upon termination of the Testing & Analytics Subscription, we may remove access to your account at any time without any prior written notice. In addition to the fee listed above, a \$120 fee for the subscription to LawHub Advantage that is not included in your LSAT program will not be refunded if you have activated your subscription. PowerScore has made no statements, representations, promises or guarantee as to Student's performance on the LSAT, including Student's score or percentile.
- **LSAT Essential.** We may offer one of our PowerScore LSAT Courses as a \$195.00 version ("LSAT Essential Courses"). The term of the LSAT Essential Courses commences upon purchase of the LSAT Essential Courses and is offered for 30 calendar days, unless terminated earlier by either Student or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit these LSAT Essential Courses at any time and without liability or explanation to you. In respect of LSAT Essential Courses that is a trial version of the Subscription Plan (the "Trial Subscription"), upon termination of the Subscription, we may remove access to your account at any time without any prior written notice. In addition to the fee listed above, a \$120 fee for the subscription to LawHub Advantage that is not included in your LSAT program will not be refunded if you have activated your subscription. PowerScore has made no statements, representations, promises or guarantee as to Student's performance on the LSAT, including Student's score or percentile.
- **LSAT Premium.** We may offer one of our PowerScore LSAT Courses as a \$295.00 version ("LSAT Premium Courses"). The term of the LSAT Premium Courses commences upon purchase of the LSAT Premium Courses and is offered for 30 calendar days, unless terminated earlier by either Student or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit these LSAT Premium Courses at any time and without liability or explanation to you. In respect of a LSAT Premium Courses that is a trial version of the Subscription Plan (the "Trial Subscription"), upon termination of the Subscription, we may remove access to your account at any time without any prior written notice. In addition to the fee listed above, a \$120 fee for the subscription to LawHub Advantage that is not included in your LSAT program will not be refunded if you have activated your subscription. PowerScore has made no statements, representations, promises or guarantee as to Student's performance on the LSAT, including Student's score or percentile.
- **LSAT Elite.** We may offer one of our PowerScore LSAT Courses as a \$575.00 version ("LSAT Elite Courses"). The term of the LSAT Elite Courses commences upon purchase of the LSAT Elite Courses and is offered for 30 calendar days, unless terminated earlier by either Student or us, for any reason or for no reason. We reserve the right to modify, cancel and/or limit these LSAT Elite Courses at any time and without liability or explanation to you. In respect of the LSAT Elite Courses that is a trial version of the Subscription Plan (the "Trial Subscription"), upon termination of the Subscription, we may remove access to your account at any time without any prior written notice. In addition to the fee listed above, a \$120 fee for the subscription to LawHub Advantage that is not included in your LSAT program will not be refunded if you have activated your subscription. PowerScore has made no statements,

representations, promises or guarantee as to Student's performance on the LSAT, including Student's score or percentile

LSAT Elite Students have access to two (2) hours of tutoring after they purchase the course subscription, with an additional two (2) hours of tutoring that is accrued monthly during an active subscription. These nonrefundable tutoring hours will be forfeited if not used during the accrual month and these tutoring hours are not accounted for when calculating hours used in other tutoring packages. LSAT Elite Students are not entitled to roll over any remaining unused tutoring hours, nor are these hours assignable or transferred to any other tutoring package unless PowerScore decides otherwise. Any tutoring session canceled by the Student with less than 24-hour notice or a no-show will still result in the use of the booked time of the session unless PowerScore decides otherwise.

- LSAC (Law School Admissions Council) LawHub Advantage. In order to view actual LSAT content via the PowerScore LSAT Courses, Student must acquire and maintain an active LSAC LawHub Advantage subscription. Your PowerScore LSAT Course uses practice tests made available through a subscription to the Law School Admission Council's (LSAC) LawHub Advantage. You will need to have purchased a subscription on your own prior to enrolling in a PowerScore LSAT Course. You acknowledge that you must accept and maintain compliance with LSAC's terms and conditions to activate your subscription and select PowerScore as your "coach" for your account in order to share your practice test results, including scores, multiple choice answers, and essays, with PowerScore. Please note that the LSAC subscription you purchased is made directly with LSAC and not us. You acknowledge and agree that your subscription is with LSAC, and should you withdraw from your PowerScore LSAT Courses, your LSAC subscription will not be affected, and you will not receive any refund for the subscription. You also acknowledge and agree that LSAC, not PowerScore, is responsible for any technical assistance with your subscription to LawHub Advantage.
- Modification or Discontinuation of the PowerScore LSAT Course. We may add, modify, or discontinue any feature, functionality, or any other tool, within the PowerScore LSAT Course and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the PowerScore LSAT Course, then we will notify you by posting an announcement on the Sites and/or via the PowerScore LSAT Course or by sending you an email.
- No Contingency on Future Releases and Improvements. You hereby acknowledge that your purchase of the PowerScore LSAT Course (as defined below) hereunder is not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain PowerScore LSAT Course beyond its current Subscription Term; or (ii) or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.
- Ability to Accept Terms. If you access and use the Sites and/or the PowerScore LSAT Course, you represent and warrant that you are at least eighteen (18) years old. The Sites and/or PowerScore LSAT Course are only intended for individuals aged eighteen (18) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this section.

F. Confidentiality.

- Confidential Information. In connection with this agreement and the PowerScore LSAT Courses (including the evaluation thereof), each party ("Disclosing Party") may disclose to the other party ("Receiving Party"), non-public business, product, technology and marketing information, including without limitation, Students lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the

nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the “Confidential Information”). For the avoidance of doubt, (i) Student Data is regarded as Student’s Confidential Information, and (ii) our Site, PowerScore LSAT Courses, inclusive of their underlying technology, and their respective performance information, as well as any data, reports, and materials we provided to you in connection with your evaluation or use of the PowerScore LSAT Courses, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

- Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, PowerScore LSAT Courses providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.
- Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- Intellectual Property (IP). Student accepts and agrees by accepting these Terms they will not copy, distribute, or sell any or all parts of the PowerScore LSAT Courses (“PowerScore”), including copyrights, patents, trademarks, Trade Secrets, data, confidential information, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

G. Intellectual Property Rights; License.

- Our Intellectual Property. The PowerScore LSAT Courses and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and PowerScore LSAT Courses marks (excluding Student Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “PowerScore Materials”), are the property of PowerScore and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and PowerScore, PowerScore retains all rights, title, and interest, including all intellectual property rights, in and to the PowerScore Materials.
- Your Access and Use Rights. Subject to the terms and conditions of these Terms, and your compliance thereof, and specifically in strict compliance with our policies, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and

use the PowerScore LSAT Courses and Sites, during the applicable Subscription Term, solely for Student's internal purposes.

- Law School Admissions Council Content. 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. LSAC, the original Licensor of LSAT® content, may, with or without notice, restrict or rescind licensed use of LSAT® content. In this event, PowerScore must remove Student's access to applicable LSAT® content.
- Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the PowerScore LSAT Courses or the Sites to any third party, including, but not limited to your affiliates, or use the PowerScore LSAT Courses in any PowerScore LSAT Courses bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or PowerScore LSAT Courses or features that prevent or restrict use or copying of any content or that enforce limitations on use of the PowerScore LSAT Courses or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the PowerScore LSAT Courses or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the PowerScore LSAT Courses or Sites, or any part thereof; (v) take any action that imposes or may impose (at PowerScore's sole discretion) an unreasonable or disproportionately large load on the PowerScore infrastructure or infrastructure which supports the Sites or PowerScore LSAT Courses; (vi) interfere or attempt to interfere with the integrity or proper working of the PowerScore LSAT Courses or Sites, or any related activities; (vii) remove, deface, obscure, or alter PowerScore's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the PowerScore LSAT Courses or Sites, or use or display logos of the PowerScore LSAT Courses or Sites without PowerScore's prior written approval; (viii) use the PowerScore LSAT Courses or Sites for competitive purposes, including to develop or enhance a competing PowerScore LSAT Courses or product; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.
- Feedback. As a User of the PowerScore LSAT Courses and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of PowerScore Materials, the PowerScore LSAT Courses, and/or the Sites ("Feedback"). Such Feedback is deemed an integral part of PowerScore Materials, and as such, it is the sole property of PowerScore without restrictions or limitations on use of any kind. PowerScore may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to PowerScore any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such Feedback

H. Privacy and Security

- Security. PowerScore implements reasonable security measures and procedures to assist in protecting your Student Data.

- **Privacy Policy.** As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy) from, and/or about, you. Please read our Privacy Policy [LINK]
- **Anonymous Information.** Notwithstanding any other provision of these Terms, we may collect, use, and publish Anonymous Information relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving, and publicizing our products and services, including the Sites and Service, and for other business purposes. “Anonymous Information” means information which does not enable identification of an individual, such as aggregated and analytics information. PowerScore owns all Anonymous Information collected or obtained by PowerScore.

I. Your Student Data.

- **Student Data.** Student Data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted, or otherwise made available, to or through the PowerScore LSAT Courses by you or any User and is processed by us on Student’s behalf (the “Student Data”). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Student Data. Students retain all rights, title, interest, and control, in and to the Student Data, in the form submitted to the PowerScore LSAT Courses. Subject to these Terms, Student grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Student Data, and solely to the extent that reformatting Student Data for display in the PowerScore LSAT Courses constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the PowerScore LSAT Courses; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Student Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.
- **Responsibility for Student Data Compliance.** You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Student Data that you submit, post or display on or through the PowerScore LSAT Courses; (ii) the Student Data is in compliance with, and subject to, our policies; and (iii) the Student Data you submit, your use of such Student Data, and our use of such Student Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the “Laws”); (c) violate any of your or third party’s policies and terms governing the Student Data. Other than our security and data protection obligations expressly set forth in this agreement, we assume no responsibility or liability for Student Data, and you shall be solely responsible for Student Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that PowerScore shall not monitor and/or moderate the Student Data and there shall be no claim against PowerScore of not acting so

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- To the full extent permitted by law, PowerScore excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

- To the full extent permitted by law, PowerScore excludes all representations, warranties, or terms (whether express or implied) other than those expressly set out in this Agreement.
- PowerScore's total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.
- Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim
- This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, PowerScore limits its liability in respect of any claim to, at PowerScore option: (i) in the case of goods: (a) the replacement of the goods or the supply of equivalent goods (b) the repair of the goods (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of having the goods repaired and; (ii) in the case of PowerScore LSAT Courses: (a) the supply of the PowerScore LSAT Courses again; or (b) the payment of the cost of having the PowerScore LSAT Courses supplied again.

K. Indemnification.

- The Student is entirely responsible for: (i) use of the Software, interoperability of the Software with any third party software, data stored or used in connection with the Software; (ii) ensuring that the Student and employees of the Student do not infect the Software with any virus or otherwise disrupt or corrupt the data or systems of any person; and (iii) all dealings the Student or employees of the Student have with Students of the Student.
- The Student will indemnify PowerScore's Directors, Owners, Employees and Agents against all costs (including legal costs), expenses, damages, accounts or other losses or liability, including those from any actions, suits, proceedings, claims or demands, made against or suffered by the Licensor in connection with: (i) the business of the Student; (ii) the use of the Software by the Student and any employees of the Student; and (iii) any failure by the Student to meet the responsibilities described in the above clause, including any and all claims made against PowerScore: (a) by Students of the business of the Student; and (b) by any third party alleging that use of the Software by the Student or any employees of the Student, infringes any Intellectual Property Rights or any person or otherwise breaches any law.

L. Modifications.

- Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the PowerScore LSAT Courses, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we will provide Student with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the PowerScore LSAT Courses or by sending Student an email. Your continued use of the PowerScore LSAT Courses after the changes have been implemented will constitute your acceptance of the changes.

M. General Provisions.

- Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-cyber-attacks, interruption or failure of the Internet or any utility services, failures in third-party hosting PowerScore LSAT Courses, strikes, shortages, riots, fires, acts of God, war, terrorism, pandemics, and governmental action.

- Relationship of the Parties; Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.
- Any disputes, claims, or actions arising out of this Agreement shall be governed by the laws of the State of Texas. Student agrees to submit to personal jurisdiction in Dallas, Texas to resolve any such dispute. In the event of litigation relating to this Agreement's subject matter, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting from it.
- Notice. We shall use your contact details in our records, in connection with giving you notice, subject to this section. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the PowerScore LSAT Courses, shall be provided as follows: via the PowerScore LSAT Courses, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to PowerScore , attention: Legal Department Legal@barbri.com
- Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of PowerScore, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the PowerScore LSAT Courses to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section shall be null and void.
- Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.
- No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party deemed to have granted the waiver.