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SCOPE OF LICENSE

NBME grants to Licensee and Licensee accepts from NBME for the duration of the term of this Agreement a non-exclusive, fully revocable, non-sublicensable and non-transferable (except as otherwise expressly provided) license solely to access and use the Portal on behalf of yourself or your institution. NBME may terminate this Agreement or the aforementioned license with you at any time for any reason, including, in the event NBME reasonably believes you have failed to comply with any term or condition of this Agreement.

Certain information accessible on the Portal (including, for example, score reports, certificates of completeness, educational materials, graphic designs, video, audio, photographic or literary content) is proprietary and owned by NBME, its affiliates, or third parties. You are authorized to use such information solely on or through access to the Portal. You may not modify, republish, post, transmit, or distribute any proprietary information from the Portal without the express written consent of NBME. NBME expressly retains all right, title, and interest in and to any of its proprietary information contained on the Portal. Failure to adhere to these provisions could subject you to serious penalties under federal copyright law. Notwithstanding the foregoing, you are permitted solely to transmit and distribute your certificates of completeness and score reports (without modification) to others.

Certain information accessible on the Portal may also contain user-provided content, to which you may be able to contribute appropriate content. For this content, NBME is a distributor only and therefore NBME does not review or endorse such content, nor is NBME responsible for, or have any liabilities with respect to, such content. To the extent you submit content, you agree to submit only content which belongs to you, and you agree that the content you submit will not violate the copyright, trademark or other intellectual property or proprietary rights of other people or organizations. NBME is sensitive to the copyright, trademark, and other intellectual property rights of others. Be aware that, while NBME does not actively monitor user-provided content, we reserve the right to remove (including in response to a DMCA notification), without notification to the user, any user-provided content which comes to NBME’s attention and which we believe, in NBME’s sole discretion, is illegal, obscene, indecent, defamatory, incites racial or ethnic hatred, violates the rights of others or otherwise violates this Agreement. Activity that is brought to our attention which appears in our sole judgment to violate the law will be brought to the attention of

the proper authorities, and NBME retains the right to hold you liable for any damages caused by you in connection therewith.

All ownership rights in and to the Portal, including any intellectual property rights, shall remain exclusively with NBME and its licensors and affiliates, as applicable. Access to the Portal is provided to you only to allow you to exercise your rights under this Agreement, and no implied license or right not expressly set forth in this Agreement is granted to you.

DMCA COPYRIGHT POLICY

NBME has adopted the following policy toward copyright infringement on the Portal in accordance with the Digital Millennium Copyright Act (the “DMCA”). The address of NBME’s Designated Agent for copyright takedown notices (“Designated Agent”) is listed below.

Designated Agent:

National Board of Medical Examiners (NBME)
Susan Deitch
Office of Communications
3750 Market Street
Philadelphia, PA 19104
Phone: (215) 590-9500
E-mail: communications@nbme.org

If you believe that any content or materials residing or accessible on or through the Portal infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent at the address above:

1. Identification of the copyrighted work or material being infringed.
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that NBME is capable of finding it and verifying its existence.
3. Contact information for the notifying party (the “Notifying Party”), including name, address, telephone number, and email address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the owner of an exclusive right that is allegedly infringed.
6. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Please also note that the information provided in a notice of copyright infringement may be forwarded to the individual who posted the allegedly infringing content. After removing material pursuant to a valid DMCA notice, NBME will immediately notify the user responsible for the allegedly infringing material that it has removed or disabled access to the material. NBME will terminate, under appropriate circumstances, the Accounts of users who are repeat copyright infringers, and reserves the right, in its sole discretion, to terminate any user for actual or apparent copyright infringement.

If you believe you are the wrongful subject of a DMCA notification, you may file a counter-notification with NBME by providing the following information to the Designated Agent at the address above:

- The specific URLs and/or description of material that NBME has removed or to which NBME has disabled access.
- Your name, address, telephone number, and email address.
- A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, in the Eastern District of Pennsylvania, and that you will accept service of process from the person who provided the original DMCA notification or an agent of such person.
- The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”
- Your physical or electronic signature.

Upon receipt of a valid counter-notification, NBME will forward it to Notifying Party who submitted the original DMCA notification. The original Notifying Party (or the copyright holder he or she represents) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If NBME does not receive any such notification within ten (10) days, we may restore the material to the Portal.

PRIVACY

In connection with the Portal, NBME may collect and maintain certain information from you, including personally identifiable information (“End User Data”) such as your name, gender, birthdate, address, etc. While you shall own all personally identifiable End User Data, NBME may use such information to fulfill your requests, respond to your inquires and provide other services on the Portal. NBME shall maintain all personal identifiable aspects of all End User Data as confidential pursuant to its Privacy Policy.

Your use of the Portal is governed by NBME’s Privacy Policy. By using the Portal, you indicate that you understand and agree to the practices described in the Privacy Policy. NBME’s privacy policy may be accessed by clicking on <http://www.nbme.org/about/privacy.html>.

The Portal is not designed to attract anyone under the age of 18. In addition and as per the Privacy Policy, we do not knowingly collect personal information from anyone under 13 years of age.

RESTRICTIONS

Except as otherwise expressly permitted herein, Licensee shall not and shall cause others not to: a) decompile, disassemble, or otherwise reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Portal by any means whatsoever; b) remove any product identification, patent, copyright, trademark or other proprietary notices on the Portal; c) allow others to use the Portal on your behalf; d) modify, or incorporate into or with other software or create a derivative work of any part of the Portal; e) disseminate information or analysis (including, but not limited to, benchmarks)

regarding the quality or performance of the Portal from any source, without prior written authorization by NBME; f) use the Portal for any purpose other than for its intended purposes; g) use the Portal for any purpose that is unlawful, abusive, or obscene according to the relevant community standards, or in any way that damages the Portal or NBME's property or interferes with or disrupts the operation of Portal or NBME's network or any carriers' networks or systems; h) use, transfer, locate, or move the Portal in any manner that constitutes a violation of any applicable laws or regulations, including, but not limited to, United States Export Administration Regulations; i) register or otherwise file to establish trademark, copyright, or any other government-conferred intellectual property rights in any jurisdiction based upon or using the Portal (including associated trademarks and other forms of commercial identification), and Licensee and its affiliates hereby agree that any attempts to register or otherwise file for such rights shall be null and void and shall constitute a material breach of this Agreement; j) upload or introduce any virus, worm, bot, script, trojan, malware or any other malicious software to the Portal; and/or k) conduct any denial of service or any other attack on the Portal or NBME.

RESERVATION OF RIGHTS

You acknowledge and agree that the Portal is provided under license, and not sold, to you. You do not acquire any ownership interest in the Portal, or any intellectual property rights therein, under this Agreement or any other rights thereto other than to access and use the Portal in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. NBME and its affiliates and licensors reserve and shall retain each of their entire right, title and interest in and to the Portal, including in any intellectual property rights contained therein. All rights not specifically granted in this Agreement are reserved by NBME. As applicable, NBME shall own all rights in any functionality, features, modification or customization of the Portal.

INFORMATIONAL NATURE OF THE SITE AND ACCREDITATION

Certain information on the Portal is intended for use as continuing education only and should not be construed as medical advice. This information should not be used in place of seeking professional medical advice, diagnosis, or treatment by licensed practitioners. You assume full responsibility for appropriate use of the information available through this Portal.

NBME is not responsible for ensuring the sufficiency of credits for license renewal, hospital privileges, maintenance of certification, recognition programs, or ensuring the accuracy or completeness of personal transcripts.

INTERNATIONAL USERS

If you are not a U.S. resident, you may access the Portal solely at your own risk and are responsible for compliance with local laws and regulations, if applicable. By disclosing your personal information to the Portal, you consent to the uses of such information described in the Privacy Policy, located at <http://www.nbme.org/about/privacy.html>, and acknowledge that such disclosure and your use of the Portal shall be governed by the applicable law of the United States and the Commonwealth of Pennsylvania and not the law of your home country. Do not disclose any personal information to or use the Portal if you do not agree to the foregoing.

PASSWORD AND SECURITY

You are solely responsible for maintaining the confidentiality of any user name and password you use to access the Portal and are fully responsible for all activities that occur under your account. You agree (i) to keep your user name and password confidential; (ii) not to share your user name and password with anyone; (iii) to notify NBME at support@nbme.org immediately of any unauthorized use of your password or account or any other breach of security; and (iv) to ensure that you exit from your account at the end of each session. NBME cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

LINKED WEBSITES AND ADVERTISING

The Portal may display, include or make available third-party content (including data, information, applications and other products, services and/or materials) or provide links to third-party websites or services (“Third Party Materials”). You acknowledge and agree that NBME is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. NBME does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Your access to any Third Party Materials and links thereto may be subject to such third parties’ terms and conditions.

This Portal and its content (but not the content of third-party sites) are hosted by CECity.com, Inc., an independent Pennsylvania corporation. You transmit data to a server located in Pennsylvania subject to United States and Pennsylvania law.

DISCLAIMER OF WARRANTY

This Portal and all services and information made available on or through the Portal are provided on an “as is,” “where is,” and “as available” basis without representations or warranties of any kind whatsoever, express or implied, including without limitation, non-infringement, merchantability, fitness for a particular purpose, or accuracy of informational content. Without limiting the foregoing, NBME makes no representations or warranties about the accuracy, reliability, completeness, correctness, or timeliness of the content, software, text, graphics, video, links, or communications provided on or through the use of the Portal.

When using the Portal, information will be transmitted over a medium that may be beyond NBME’s control and jurisdiction. Accordingly, NBME does not assume any liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Portal.

NBME does not warrant that this Portal or any services or information made available on or through this Portal, including without limitation any third-party materials, software, products, items or other materials used in connection with this Portal, will be timely, secure, uninterrupted or error free, or that defects will be corrected.

Any information downloaded or otherwise obtained through the use of this Portal is done at your own discretion and risk. You shall be solely responsible for any damage or loss of data that results

from the downloading or use of the information and for any results or lack of results from the use of such information.

LIMITATION OF LIABILITY

IN NO EVENT SHALL NBME OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS OR LOSSES WHATSOEVER OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AND WHETHER ARISING FROM AN ACTION IN CONTRACT, TORT, OR OTHERWISE, RELATED TO OR IN CONNECTION WITH THIS PORTAL OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS PORTAL OR THROUGH YOUR USE AND/OR ACCESS OF THE PORTAL. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER NBME NOR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS OR LOSSES IN CONNECTION WITH ERRORS, OMISSIONS, OR INACCURACIES OF ANY CONTENT, OR ANY DECISION MADE IN RELIANCE ON THE INFORMATION CONTAINED ON OR ACCESSIBLE THROUGH THE PORTAL.

YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS PORTAL IS TO DISCONTINUE USING THIS PORTAL AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify, defend and hold NBME and its licensors, affiliates, subsidiaries, employees, agents, assignees, officers, directors and assigns harmless, including payment of all attorneys' fees, costs and damages, from any and all claims, threats, demands or losses arising from your 1) access, use of or reliance on this Portal or any services or information made available on or through this Portal; and/or 2) breach of this agreement or any representation or covenant contained herein.

CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereto consent to the exclusive jurisdiction of and venue in the state and federal courts situated in Philadelphia, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Portal and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of NBME to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

SURVIVAL; CLAIMS

The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement, including limitation of liability and indemnification, shall survive such termination or expiration. Any claims arising in connection with your use of the Portal or any content must be brought by you within one (1) year of the date of the event giving rise to such action or shall be waived.