**Online Software License Agreement for WizED**

Thank you for registering to use the WizED online software provided by FreshmenSuccess ("FreshmenSuccess", "we", "our" or "us") via the website www.freshmensuccess.com ("Site"). This license agreement (the "Agreement") is a legal agreement between you as the user ("Licensee", "you", or "your"), and FreshmenSuccess. You must accept the terms of this Agreement before accessing or otherwise using the WizED online software, or any of the services that may be provided by FreshmenSuccess in connection with said software, on the Site or under this Agreement (collectively, the "Software"). To access and use the Software, you must have access to the Internet.

If you do not agree to the terms of the Agreement, you are not granted any rights whatsoever in the Software. If you are not willing to be bound by these terms and conditions, you should not click on the "ACCEPT" button, and may not access or otherwise use the Software.

1. LICENSE GRANT AND RESTRICTIONS. Subject to the terms and conditions of this Agreement, FreshmenSuccess grants you a personal, limited, non-exclusive, non-transferable license to electronically access and use the Software solely for the purposes described on the WizED information page (<http://freshmensuccess.com/WizED.aspx>). In addition to the current WizED online software, the term "Software" includes any other programs, tools, internet-based services, components and updates (for example, Software maintenance, service information, help content, bug fixes, or maintenance releases, etc.) to the Software that FreshmenSuccess provides or makes available to you. Some of these Software updates may be accompanied by additional terms. If so, those additional terms will be incorporated into this Agreement and your use of the Software and any such updates will be bound by both this Agreement and said additional terms.

Without limiting the generality of the reservations described in Section 2 below, you are not licensed or permitted under this Agreement to do any of the following and shall not allow any third-party to do any of the following: (i) access or attempt to access any other FreshmenSuccess systems, programs or data that are not made available for public use; (ii) in any way copy, reproduce, republish, upload, post, transmit, resell, distribute, modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (iii) permit any third-party to exploit or benefit from the use or functionality of the Software; (iv) transfer any of the rights granted to you under this Agreement; (v) work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, reverse engineer, or otherwise attempt to derive any of the source code of the Software; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Software, prevent access to or the use of the Software by FreshmenSuccess's other licensees or customers, or impose an unreasonable or disproportionately large load on FreshmenSuccess's infrastructure; or (vii) otherwise use the Software except as expressly allowed under this Section 1.

2. RESERVATION OF RIGHTS AND OWNERSHIP. The Software is licensed not sold, and FreshmenSuccess reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright, trade secret and other intellectual property laws. FreshmenSuccess and its licensors own the title, copyright, and other worldwide intellectual property rights in the Software and all copies of the Software. This Agreement does not grant you any rights to trademarks or service marks of FreshmenSuccess or WizED.

3. REGISTRATION DATA. You must register to use the Software and (i) provide true, accurate, current and complete information as prompted by the interview sign-up process (collectively, "Registration Data"), and (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any Registration Data that is inaccurate, not current or incomplete, or FreshmenSuccess has reasonable grounds to suspect is inaccurate, not current or incomplete, FreshmenSuccess may, in its sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the Software (or any portion thereof).

4A. LICENSEE ACCESS INFORMATION AND ACCOUNT DATA. You are solely responsible for (i) maintaining the confidentiality and security of your login name(s), password(s), security question(s) and answer(s), and any other security or access information used by you to access the Software (collectively, "Login Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in connection with the Software (collectively, "Account Data"), including logging out of and exiting the Software at the end of each session. You will be responsible for all electronic communications, including account registration and other account holder information, (collectively, "Communications") entered when logged in using your Login Information, and FreshmenSuccess will assume that any such Communications received was sent or authorized by you. You agree to immediately notify FreshmenSuccess if you become aware of any loss, theft or unauthorized use of any Login Information. FreshmenSuccess reserves the right to deny you access to the Software (or any part thereof) if FreshmenSuccess reasonably believes that any loss, theft or unauthorized use of Login Information has occurred. You must inform FreshmenSuccess of, and hereby grant express permission to FreshmenSuccess to use, your Login Information to enable FreshmenSuccess to provide the Software to you, including updating and maintaining your Account Data, addressing errors or service interruptions, and to enhance the types of data and services FreshmenSuccess may provide to you in the future. You also grant FreshmenSuccess permission to combine your Account Data with that of others in a way that does not identify you or any individual personally, to improve the Software.

4B. SECONDARY ACCOUNT HOLDER ACCESS AND RIGHTS. You may have the opportunity to link third-parties directly to your account by supplying their email address (“Secondary Account Holders”). Secondary Account Holders are given limited access to your Account Data, but this access may include any information you voluntarily supply to FreshmenSuccess and the Software such as grade or schedule information. It is your sole responsibility to inquire into the trustworthiness and security of your information with regard to any Secondary Account Holder who is given access to your Account Data. By voluntarily entering Account Data and voluntarily creating a Secondary Account Holder, you consent to your Account Data being shared with all Secondary Account Holders you create. Some Secondary Account Holders may work as part of a federally funded state institution, and may be required to abide by the Federal Educational and Privacy Rights Act (“FERPA”). By creating Secondary Account Holders who are restricted by FERPA, you consent to release your Account Data voluntarily to those individuals you so designate. In the event that any Secondary Account Holder discloses information in violation of FERPA, you agree to hold FreshmenSuccess harmless for any individual violation of FERPA.

4C. SECONDARY ACCOUNT HOLDER LIABILITY. Secondary Account Holders who are granted access to a Licensee’s Account Data and are determined to be school officials as defined by 20 U.S.C. § 1232g agree to maintain confidentiality of a Licensee’s educational records and Account Data pursuant to said statute, unless the Licensee provides express written consent to disclosure pursuant to 20 U.S.C. § 1232g(b). By accessing the Software, Secondary Account Holders agree that written consent requirements of FERPA are not met, and nothing in this License, the Site, or the Software serves to limit the enforceability of FERPA disclosure protections for the Licensee as a student or his or her parents or guardians.

5. SOFTWARE USE, STORAGE AND ACCESS. FreshmenSuccess shall have the right, in its sole discretion and with reasonable notice posted on the Site and/or sent to the email address you provided in your Registration Data, to at any time revise, update, or otherwise modify the Software and establish or change limits concerning your use of the Software, including but not limited to (i) the amount of storage space allocated to you; and (ii) the number of times or maximum duration for which you may access the Software in a given time-period. FreshmenSuccess reserves the right to make any such changes effective immediately to maintain the security of the system or Login Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Software to which such changes relate. Your continued use of the Software will constitute your acceptance of and express agreement to such changes. FreshmenSuccess may, from time to time, perform maintenance upon the Software that cause interruptions in service, delays or errors in the Software. FreshmenSuccess will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

6. OTHER SERVICES. You may be made aware of or offered services, features, products, applications, online communities, offers and promotions provided by FreshmenSuccess ("Other Services"). If you decide to use such Other Services, you may be subject to additional terms and conditions governing these Other Services.

7. BUGS/BETA-TESTING. You may be offered new non-final Software enhancements during beta testing. As a result, the Software may contain errors, "bugs" and other problems which may result in the failure of such Software. You agree that FreshmenSuccess may contact you to assist you and obtain information including, but not limited to, your system specifications, browser configuration, and ways in which you use the Site and Software as needed to determine and fix any errors. By accepting non-final Software enhancements, you expressly consent and “opt-in” to such unsolicited communication, identified in Section 11, as is necessary for beta testing.

8. THIRD-PARTY SERVICES. In connection with your use of the Software, you may be made aware of services, products, offers and promotions provided by third-parties, and not by FreshmenSuccess ("Third-Party Services"). If you decide to use Third-Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third-Party Services. You agree that the third-party, and not FreshmenSuccess, is responsible for the performance of the Third-Party Services.

9. THIRD-PARTY WEBSITES. The Software may contain or reference links to websites operated by third parties ("Third-Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under the control of FreshmenSuccess and FreshmenSuccess is not responsible for the content of any Third-Party Website or any link(s) contained in a Third-Party Website. FreshmenSuccess does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, and the inclusion of any link in the Software does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by FreshmenSuccess of any information contained in any Third-Party Website. In no event will FreshmenSuccess be responsible for the information contained in such Third-Party Website, or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third-Party Websites may contain terms and privacy policies that are different from those of FreshmenSuccess. FreshmenSuccess is not responsible for such provisions, and expressly disclaims any liability for them.

10. FEEDBACK. FreshmenSuccess may provide you with ways to provide or submit feedback, suggestions and ideas, if you choose, about our online products and services ("Feedback"). You agree that FreshmenSuccess may, in its sole discretion, use any Feedback you provide or submit for any purpose, including future modifications of the Software, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant FreshmenSuccess a perpetual, worldwide, fully transferable, non-revocable, royalty-free license to use, modify, create derivative works from, distribute and display any information you provide to FreshmenSuccess via such Feedback.

11. PRIVACY POLICY.

*What information do we collect?*

We may collect information from you when you register and use the Software. Please note, the phrases "personally identifiable information" or "personal information" when used herein mean any information by which you can be identified or contacted, such as your name, address, e-mail address, or telephone number. When you provide personal information to us, you are consenting to the manner in which we will collect, use, disclose and otherwise manage your personal information, as set forth in this Section 11 (our "Privacy Policy"). Non-personal information is any information you may provide by which you may not be identified individually or contacted. We may collect non-personal information , including but not limited to system specifications, browser configuration, IP address, and navigation or use of the Software. By accessing the Software, you consent to our collection and unencumbered use of such aggregate data.

You may have the option of saving your personal information within the Software. This information is either stored on our secure servers when you are logged in, or in the form of a "cookie" on your computer. Please see the section below on cookies for more information. Even though you may need cookies to use the Software, it is not necessary to save information via cookies if you choose not to.

*What do we use your information for?*

Any of the information we collect from you may be used in any of the following ways:

• To improve the Software.

• To improve our customer service.

• To send periodic emails regarding the Software or your registration, as well as occasional company news, updates, and related products or services. If at any time you would like to unsubscribe from receiving these emails, please email your request to [support@freshmensuccess.com](mailto:support@freshmensuccess.com).

*What are my rights under FERPA?*

FERPA is the Federal Educational Rights and Privacy Act and applies to institutions that receive funding from the U.S. Department of Education. Under the Act parents, guardians, and students over the age of 18 have the right to receive academic and education records, to seek to have those records modified, to control the disclosure of those records, and to file complaints with the U.S. Department of Education. By using the FreshmenSuccess Site and Software to voluntarily and of your own volition disclose grades, schedules, assignments, and other individual student records, you consent to the disclosure of those records to third-parties including, but not limited to, parents, guardians, counselors, professors, instructors, disciplinary boards, clerical staff, and other school officials. Furthermore, FreshmenSuccess does not receive funding from the U.S. Department of Education, and is not bound by statutory regulations under FERPA.

*Do we use cookies?*

To enhance your experience while using the Software, many pages use "cookies." Cookies are small files placed on your computer to store preferences, pageviews, search terms, site statistics, order information, and other tracking information. Cookies may also be used by third-parties to provide targeted advertising. Cookies, by themselves, do not tell us your personal information unless you choose to provide this information to us. Once you choose to provide a web page with personal information, this information may be linked to the data stored in the cookie.

We use cookies to understand Software usage trends, improve content, and identify technical difficulties. Most browsers automatically accept cookies, but you can change these settings – please review your browser's help file and configuration settings. If you disable or otherwise limit cookie usage on your browser, you may find that some parts of the Software may not function properly.

We may also use "pixel tags" (aka "web beacons" or "clear GIFs") and similar technologies in the Software or in our communications with you to enable us to know whether you have visited a web page or received a message. A pixel tag is typically a small, transparent image located on a web page or in an email or other type of message, which is retrieved from a remote site on the Internet enabling the verification of an individual's viewing or receipt of a web page or message. A pixel tag may enable us to relate your viewing or receipt of a web page or message to other information about you, including your personal information. Please note, this Privacy Policy covers only the use of cookies and pixel tags by FreshmenSuccess within the Software, and does not cover the use of tracking or other information-collection technologies by any third-party.

*Do we disclose your personal information to outside parties?*

We do not sell, trade, or otherwise transfer to your personal information to other parties, except as necessary to complete your registration. This does not include trusted third parties who assist us in providing the Software, conducting our business, and servicing you. However, we make every reasonable effort to ensure that these parties agree to keep all personal information confidential. We may share voluntarily submitted grade information with third-parties, subject to Section 4.

We may release your personal information when we believe release is appropriate to comply with the law, enforce the policies of the terms of this Agreement, or to protect rights, property, or safety of you, us or others. We may also transfer your personal information to any successor-in-interest to the business of FreshmenSuccess. However, non-personal information regarding users of the Software may be provided to other parties for marketing, advertising, and other uses.

*Will we send you unsolicited email?*

Our users are given the opportunity to opt-out of having their email or mailing address used for receiving promotional materials or messages from FreshmenSuccess. Alternatively, where required by local law, certain users may be required to opt-in before receiving such promotional materials or messages. In either case, users who no longer wish to receive promotional communications may either modify their account preferences accordingly, or contact us via email at [support@freshmensuccess.com](mailto:support@freshmensuccess.com).

In the unlikely event we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would do so as promptly as possible under the circumstances. To the extent we have your e-mail address, we may notify you by e-mail or by other means as required by law. You consent to our use of email as a means of such notification.

*Online Privacy Policy Only*

This Privacy Policy applies only to information collected through the Software and not to information collected offline.

*Changes to this Privacy Policy*

We reserve the right to change this policy and apply changes to information previously collected, as permitted by law. If there are material changes to this Privacy Policy or our related practices in the future, we will notify you of the change by email or otherwise. The amended privacy policy will always be accessible at <insert privacy policy link>.

*Underage Visitors/Users*

Consistent with the U.S. Children's Online Privacy Protection Act, we will never knowingly or intentionally request or collect personal information from any person under 13 years of age without prior verifiable parental consent. If you register to use the Software, you are representing that you are an adult. If you are a minor child, you must ask your parent or guardian to assist you in using this Site or the Software. A parent or guardian consenting to the registration of his or her minor child to use the Software must provide an accessible and regularly maintained email address. A parent or guardian withdrawal of consent to receive Electronic Communications to the email address provided will result in termination of the account as outlined under Section 17. If we become aware that an individual is under the age of 13 and has submitted any information for any purpose without prior verifiable parental consent, we will delete his or her information from our files. If you are a parent and you think we have inadvertently collected such information from your child, please email us at [support@freshmensuccess.com](mailto:support@freshmensuccess.com).

12. DISCLAIMER OF WARRANTIES. THE SOFTWARE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND USED AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FreshmenSuccess, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") MAKE NO REPRESENTATIONS WHATSOEVER AND EXPRESSLY DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. FreshmenSuccess DOES NOT WARRANT THAT THE SOFTWARE IS SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, IDENTITY THEFT, THREAT OF HACKERS, OTHER PROGRAM LIMITATIONS, OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR EXPECTATIONS OR REQUIREMENTS. FreshmenSuccess ATTEMPTS TO ENSURE THAT THE ACCOUNT DATA STORED ON OUR SERVERS IS SAFE AND SECURE BY EMPLOYING REASONABLE, INDUSTRY-RECOGNIZED SECURITY AND VIRUS SAFEGUARDS, AND CONDUCTING ROUTINE SYSTEM MAINTENANCE AND MONITORING. FURTHER, FreshmenSuccess MAKES NO REPRESENTATION OF ACCURACY RELATING TO INFORMATION AND ANALYSIS OF VOLUNTARILY SUPPLIED USER DATA BY THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, GRADE REPORTING.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU HAVE SPECIFIC LEGAL RIGHTS THAT MAY VARY FROM STATE TO STATE.

13. LIMITATION OF LIABILITY AND DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT FreshmenSuccess WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO FreshmenSuccess, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SOFTWARE. YOU FURTHER ACKNOWLEDGE AND AGREE TO HOLD FreshmenSuccess HARMLESS FOR ANY DISRUPTION OR DOWNTIME OF THE SOFTWARE DUE TO ANY TEMPORARY OR PERMANENT MODIFICATION, MAINTENANCE, SUSPENSION, TERMINATION, OR DISCONTINUANCE OF ITS SERVICES. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SOFTWARE IS TO IMMEDIATELY CEASE USING THE SOFTWARE.

NOTWITHSTANDING THE FOREGOING, THE ENTIRE CUMULATIVE LIABILITY OF FreshmenSuccess AND ITS SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO FreshmenSuccess FOR YOUR USE OF THE SOFTWARE IN THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM, EVEN IF SUCH AMOUNT IS ZERO.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FreshmenSuccess AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FreshmenSuccess OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL FreshmenSuccess BE LIABLE FOR ANY LOSS, COST, LIABILITY OR DAMAGE INCURRED AS A RESULT OF YOUR RECEIPT OF OR PARTICIPATION IN ANY THIRD-PARTY SERVICES OR THIRD-PARTY WEBSITES. IN NO EVENT DOES FreshmenSuccess ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE OR SITE.

YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS OF DAMAGES SET FORTH IN THIS SECTION 13 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FreshmenSuccess AND YOU. FreshmentSuccess WOULD NOT BE ABLE PROVIDE THE SOFTWARE OR THE SERVICES TO YOU WITHOUT SUCH LIMITATIONS.

14. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY ("CONSENT").

(a) Consent to Electronic Communications. FreshmenSuccess may be required by law to send you certain Communications (as defined below) regarding to the Software, the use of information you may submit to FreshmenSuccess and the services you choose. Additionally, certain Third-Party Services you choose may require Communications with the third parties who administer these programs. You agree that FreshmenSuccess, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at the Site or in the Software. You hereby consent to receive Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software and Third-Party Services.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically and our agreement to do so covers all transactions you conduct through the Software.

(c) Hardware and Software Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports encryption, and an e-mail address. By selecting the "ACCEPT" button, you are confirming to us that you have the means to access, and to print or download, Communications. We are not an ISP. You must have your own Internet service provider.

The following Web browsers are supported:

Internet Explorer 9.0.9 and above

Google Chrome 21.0 and above

FireFox 14.0.1 and above

(d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, send us an email to [support@freshmensuccess.com](mailto:support@freshmensuccess.com),or write to us at the following mailing address:

FreshmenSuccess  
PO Box 58373  
Webster, TX 77598

If you withdraw your consent to receive Communications electronically, we may terminate your use of the Software or Site.

15. MISCELLANEOUS. Except as expressly set forth herein, this Agreement is a complete statement of the agreement between you and FreshmenSuccess and sets forth the entire liability of FreshmenSuccess and its Suppliers and your exclusive remedies with respect to the Software. The Suppliers, agents, employees, distributors, and dealers of FreshmenSuccess are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on FreshmenSuccess. Any waiver of the terms herein by FreshmenSuccess must be in a writing signed by an authorized officer of FreshmenSuccess and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement is fully performable in Harris County, Texas and will be governed by Texas law as applied to agreements entered into and to be performed entirely within Texas, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts of Harris County, Texas. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." This Agreement does not limit any rights that FreshmenSuccess may have under trademark, trade secret, copyright, patent or other laws.

16. AMENDMENT. FreshmenSuccess shall have the right to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software (including but not limited to Internet-based services, pricing, technical support options, and other product-related policies) upon notice by any means we determine in our sole discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software. Any use of the Software by Licensee after publication of any such changes shall constitute your acceptance of this Agreement as modified.

17. TERMINATION. Your rights under this Agreement may be terminated or suspended by FreshmenSuccess immediately and without notice if you fail to comply with any term or condition of this Agreement, or you no longer consent to receive Electronic Communications. Additionally, FreshmenSuccess reserves the right (but has no obligation) to delete all Login Information and Account Data stored on our servers if your subscription is terminated or if you do not renew your subscription. Upon termination you must immediately cease using the Software. Any termination of this Agreement shall not affect FreshmenSuccess's rights hereunder, and this license will continue to apply for all past use of the Software by you. Further, you agree that upon termination of the Agreement as provided in this Section, FreshmenSuccess shall not be liable to you or any third-party for any termination of your access to the Software or deletion of the Login Information and Account Data. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD FreshmenSuccess HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL LAWS OR REGULATIONS, OR ANY THIRD-PARTY'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT, VIOLATION OF ANY PROPRIETARY RIGHT OR INVASION OF ANY PRIVACY RIGHTS. THIS OBLIGATION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

*Online Software License Agreement last updated September 15, 2012.*