

CATME End User Agreement

THIS AGREEMENT (the "Agreement") is made upon assent where indicated below between Purdue University ("Purdue") and you ("You"), for your noncommercial use of Purdue's hosted installation of the CATME software tool ("CATME").

Please carefully read this End User Agreement ("Agreement") before accessing CATME. This Agreement governs your access to and use of CATME. By using CATME, You consent to all of the provisions of this Agreement without limitation or qualification. As a precondition to your access to CATME, You must click on the "I Agree" button at the end of this document. You acknowledge and agree that your electronic assent to this Agreement is intended to and shall contractually bind to the terms of this Agreement, in the same manner and to the same extent as a contractual writing memorialized and executed by You and Purdue in a non-electronic medium.

On the continuing condition that You comply at all times with all obligations of this Agreement, Purdue hereby grants You a limited, revocable, nonexclusive, non-assignable, license and right to access and use CATME as a non-commercial end user solely for pedagogical purposes in accordance with this Agreement.

As a registered end user of CATME, solely for the purpose permitted under this Agreement you are receiving a license (a) to access and use a CATME Account associated with and controlled by your end user login credential for CATME and (b) to permit third parties validated and authorized by You pursuant to your login credential to access CATME under your direction and control.

A. Overview of CATME

Purdue operates the host server for CATME, a copyrighted on demand software tool for a unique learning and assessment system. CATME allows learners to engage in outcome and competency based activities, receive feedback and assessment on activity progress, and demonstrate specific earned competencies and achievements. CATME facilitates understanding effective team member behaviors, organizing students into teams, self and peer evaluation of teamwork, peer feedback, and teamwork training, among other activities. Users will have access to CATME's on demand software under the terms and conditions set forth in this Agreement.

B. Definitions

The following terms, as used herein, have the following meanings:

"CATME" means the product, service, on demand software, and website available at the URL <https://www.catme.org> and associated mobile applications.

"CATME File" means the information stored in your CATME Account.

"CATME Account" means a password restricted, server resident data storage location that Purdue reserves for You for your use pursuant to this Agreement.

"Personally Identifiable Information" means information that could reasonably be used to identify any person or information about them.

"Software" means individually each, and collectively all, of the computer software systems, applications for access to CATME, System Upgrades and interfaces made available to users by Purdue in connection with CATME.

"System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software.

"Usage Rules" means the applicable usage rules established by Purdue.

C. Operation

Use of CATME requires compatible devices, Internet access, and certain software. Use may require periodic updates and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. CATME is not part of any other service or offering, and no purchase of any other Purdue service or product shall be construed to represent or guarantee You access to CATME.

You agree to provide accurate and complete information when You register with, and as You use CATME, and You agree to update your CATME registration to keep it accurate and complete.

You agree not to permit access to, or use of, CATME by any persons who are not authorized and validated by You.

This End User Agreement does not grant You any right to possess any of the Software. You do not acquire any intellectual property or other rights, express or implied, in or relating to CATME. Purdue reserves title, ownership, and all other rights to the Software

and CATME service. You acknowledge and agree that You have no ownership rights therein.

You may not, and You represent and warrant that You will not rent or commercially sublicense, in whole or in part, the Software or CATME or otherwise market the Software or CATME to third parties.

You also may not, and represent and warrant that You will not, directly or indirectly, reverse engineer, disassemble, decompile, or attempt to imitate, derive or discover, the Software or CATME.

C.1 Privacy

You grant Purdue the right to undertake any and all activities related to the normal operation, maintenance, and development of CATME, including but not limited to the logging of activity, monitoring of general usage patterns, and design and product improvement activities.

Purdue may gather information about your use of CATME. This information may include but is not limited to, your authentication credentials, internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, activity logging, monitoring of usage patterns and click stream data. We use this information to improve CATME for You and to analyze trends to administer the service to track movements around the site and to gather demographic information about our user base as a whole. Purdue reserves the right to take steps which Purdue reasonably believes to be necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

Your CATME File resides in your exclusive legal custody in your CATME Account. Purdue cannot and will not access, monitor, or manage Personally Identifiable Information collected within your CATME File. You acknowledge and agree that You and your employer (if any) and any affiliated pedagogical institution shall be responsible to manage Personally Identifiable Information and any other information in your CATME File in compliance with applicable law (including but not limited to laws applicable to privacy, conduct, and intellectual property) and that Purdue shall have no responsibility to do so.

You agree that Purdue has the right, upon prior notice to You in accordance with applicable law, to identify You to law enforcement authorities and to cooperate with any

legal process relating to your use of CATME, and/or a third party claim that your use of CATME is unlawful and/or infringes such third party's rights.

C.2 Security and Digital Integrity

You agree that CATME includes security technology that limits your use of CATME and that You shall use CATME in compliance with the applicable Usage Rules, and that any other use of CATME may constitute a copyright infringement. You agree not to violate, circumvent, or otherwise tamper with any of the security technology related to Usage Rules for any reason, or to attempt or assist another person to do so. You shall not access or attempt to access any CATME File or CATME Account other than your CATME File and Account. Violations of system or network security may result in civil or criminal liability.

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, Purdue has put in place commercially reasonable physical, electronic, and managerial procedures to safeguard and secure the information Purdue collects. Purdue also uses Secure Sockets Layer (SSL) protocol on your account information and registration pages to protect sensitive personal information.

No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while Purdue strives to use commercially acceptable means to protect your CATME File and CATME Account, Purdue cannot guarantee its absolute security.

C.3 Acceptable Use

You agree to and are responsible at all times for using CATME in a manner that is ethical, in accordance with any and all applicable local, state, and federal laws and regulations. Further, You agree that You will not:

i) Transmit, store, or upload any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content

ii) Impersonate other parties or entities or

iii) Upload, store, email, or otherwise transmit any materials that You do not have a right to transmit under any law or under a contractual relationship.

As between You and Purdue, You are solely responsible for, and Purdue shall have no responsibility for, monitoring and policing the adherence of Users of CATME to all applicable laws, regulations, duties, and obligations. You acknowledge and agree that Purdue's hosting of your CATME File is limited to the technical operation and maintenance of the host server and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any CATME File or its contents.

You acknowledge and agree that Purdue's relationship to CATME is as an interactive computer service within the meaning of Section 230 of Title 47 of the United States Code (47 USC 230) which states: "No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider."

The Purdue name and logo and other Purdue trademarks, service marks, graphics, and logos are owned by Purdue and are excluded from your license to CATME. You are not permitted to make any use of any Purdue trademark in commerce.

Use of the CATME name, logo, and presentation screens for personal noncommercial pedagogical and scholarly purposes are permitted. All other uses of the CATME name, logo, and presentation screens are prohibited.

D. Termination

This Agreement will remain in effect until terminated by You or Purdue.

Purdue reserves the right to modify, suspend, or discontinue CATME (or any part or content thereof) at any time with or without cause and with or without notice to You. You acknowledge and agree that Purdue will not be liable to You or to any third party for any alleged harm resulting from your loss of access to CATME.

Termination of your access to CATME will not limit Purdue from pursuing other remedies available to it, including injunctive relief, nor will termination relieve You of any obligation arising hereunder prior to the date of termination.

Upon termination of this Agreement or your access to CATME, You must immediately cease accessing and using CATME.

In the event this Agreement is terminated, any provision which must survive in order to allow the parties to enforce its meaning shall survive, including without limitation, indemnification and limitations of liability.

E. Modification of this Agreement

Purdue reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of CATME. Purdue may provide You with notices regarding CATME, including changes to this Agreement, by notice to your login screen for CATME and/or by email to your mailing address. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of CATME will be deemed acceptance thereof. The most current version of this Agreement will be available on the CATME website.

F. Disclaimer of Warranties

THE CATME WEBSITE, SERVICE, SOFTWARE, AND ANY VARIATIONS THEREOF ARE PROVIDED BY PURDUE "AS IS". PURDUE MAKES NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND PURDUE SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

PURDUE ALSO DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF CATME WILL BE UNINTERRUPTED OR ERRORFREE OR THAT PURDUE PRODUCTS AND SERVICES WILL BE AVAILABLE FROM THE CATME WEBSITE. PURDUE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOLLOWING:

(I) ERRORS OR OMISSIONS IN THE CONTENT DELIVERED BY PURDUE OR ON CATME USER INTERFACES

(II) RECOMMENDATIONS OR ADVICE OF ANY EMPLOYEES OR AGENTS OF PURDUE

(III) ANY FAILURE OR INTERRUPTION IN THE AVAILABILITY OF CATME OR OTHER WEBSITES OR USER INTERFACES

(IV) DELIVERY OR DISPLAY OF ANY CONTENT CONTAINED ON CATME, USER INTERFACE, OR OTHERWISE THROUGH CATME AND

(V) ANY LOSS OR DAMAGES ARISING FROM THE USE OF THE CONTENT PROVIDED BY PURDUE OR OTHERWISE THROUGH CATME ITSELF, INCLUDING ANY LOSSES OR DAMAGES ARISING FROM DOWNLOADING OF RELATED SOFTWARE, DOWNLOADING AND/OR USE OF ANY OTHER SOFTWARE, OR ANY CONDUCT BY USERS OF THE CATME SERVICE, WEBSITE OR USER INTERFACES.

G. Limitation of Liability

You agree that Purdue will not under any circumstances be liable for loss, corruption or compromise of the confidentiality of your CATME File.

Purdue does not represent or guarantee that CATME will be free from loss, interruption, corruption, attack, viruses, interference, hacking, or other security intrusion, and You agree that Purdue shall have no liability to You relating thereto.

In no event shall Purdue, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages related to your use of CATME, including, without limitation, damages for loss of profits, loss of data, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if Purdue has been advised of the possibility of such damages.

H. Indemnification

You agree to defend and indemnify Purdue from every claim, demand, action, loss, liability, damage, subpoena, or other cost (including without limitation reasonable attorney's fees) it may incur arising out of or in any way connected with Your use of CATME. Purdue reserves the right at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

I. Governing Law Exclusive Venue

CATME is operated by Purdue from its campus in West Lafayette, Indiana, USA. This Agreement and your use of CATME are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

You expressly agree that courts of competent jurisdiction located in Tippecanoe County Indiana shall have personal jurisdiction over You for any action by or against Purdue

arising out of or in connection with this Agreement and/or your use of CATME, and courts of competent jurisdiction located in Tippecanoe County, Indiana shall be the sole and exclusive venue for any such action.

J. Miscellaneous

You agree that Purdue's failure to act with respect to a breach of this Agreement by You or others does not waive Purdue's right to act with respect to that breach or subsequent similar or other breaches. Purdue will not be responsible for failures to fulfill any obligations due to causes beyond its control.

Nothing in this Agreement shall constitute, create, authorize, require or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind between You and Purdue.

You may not assign this Agreement and the services granted hereunder except upon the prior written consent of Purdue, which consent may be withheld or conditioned by Purdue in its sole discretion.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.