

TERMS OF USE AGREEMENT FOR THE HERMAN OSTROW SCHOOL OF DENTISTRY OF USC'S CONTINUING PROFESSIONAL EDUCATION ONLINE PROGRAM'S WEBINARS, VIDEOS ON DEMAND, AND ONLINE CASE STUDIES

Last Revised [February 15, 2018] ("Effective Date")

1. About the Herman Ostrow School of Dentistry of USC's Continuing Professional Education Online Program

Thank you for your interest in the Herman Ostrow School of Dentistry of USC's Continuing Professional Education ("USC Dental CE") online program. By visiting the Herman Ostrow School of Dentistry of USC's Continuing Professional Education online program's website ("Website"), or accessing or using any of the webinars, videos on demand, online case studies, and other online continuing education lessons or materials available by, through, or on (1) the Website, (2) Callidus Software Inc. dba CallidusCloud's ("Callidus") "Litmos" cloud-based learning management system websites, apps, and servers, and (3) any other websites, online locations, apps, media, software, devices or networks now in existence or developed later in connection with the Herman Ostrow School of Dentistry of USC's Continuing Professional Education online program (collectively, the "Online CE Programs"), you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this Website.

The University of Southern California ("USC"), the Herman Ostrow School of Dentistry of USC, and their officers, agents, employees, and representatives are collectively referred to herein as "we", "us", or "our".

The terms of use described herein ("Terms of Use"), the Privacy Policy described and referenced below, and any other policy or guidelines incorporated into this agreement by reference (collectively, the "Agreement") governs your use of the Website, and other websites, online locations and apps for the Online CE Programs, including all content, information and functionality available through them, which are collectively referred to in this Agreement as the "Sites," or individually as a "Site".

2. Your Acceptance of This Agreement

You must agree to this Agreement before you access, browse or use the Sites. Your use of the Sites is conditioned upon your acceptance of the terms of use set forth in this Agreement.

We may modify this Agreement, in our sole discretion, at any time by posting the modified agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at dentalcontinuingeducation.usc.edu.

If you do not agree to the terms set forth in this Agreement, you may not use or access the Sites or any content. Each time you use or access the Sites, register or create an online account on a Site, or click that you accept or agree to these terms if presented with the option to do so, you acknowledge that you have read, understand, and unconditionally accept and agree to be bound by these Terms of Use, the Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference.

3. Intended Audience and Eligibility

You warrant and represent that you are either 18 years of age or older, and have an active license in dentistry issued by dental boards from the United States or other countries, or an affiliation with dentistry as approved by USC Dental CE to access the Sites. The Sites are not intended for use by persons who do not meet these qualifications. Please do not use the Sites if you are under 18 years of age. We do not knowingly collect, either online or offline, personal information from persons under the age of 18.

4. Learning Management System Services

The Callidus website is part of a web-based learning management system (“LMS”) that connects students, faculty and administration in the USC Dental CE online program.

In order to use the services provided on Callidus’s LMS, you must obtain access to the World Wide Web and maintain all equipment and software necessary to obtain access to the website.

By using or accessing the LMS, you acknowledge and agree that you may receive communications from Callidus including, but not limited to, administrative messages and service announcements. You enable these communications upon your registration for the USC Dental CE online program, and you are not permitted to opt out of receiving them while enrolled in the program.

5. Privacy Policy

Your visit or use of any Site is also governed by our privacy policy (“Privacy Policy”), which is available at dentalcontinuingeducation.usc.edu and incorporated into these Terms of Use by this reference. Please review our Privacy Policy.

6. Ownership and Proprietary Rights

All content included on the Sites that are protected under applicable copyright law, patent law, trademark law, and other laws protecting proprietary rights, including but not limited to text, graphics, videos, images, music, sounds, source code, user generated content and compilations of individual data, trademarks, and other proprietary

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You also agree not to use, copy, download, distribute, republish, or share any image, audio recording, video recording, or other Proprietary Information contained on any Site, except to the extent specifically permitted under this Agreement or applicable law, without our prior, written permission, which we may withhold in our sole and absolute discretion.

You are responsible for maintaining and updating your account information to ensure that all information remains accurate, current and complete. If you provide information that is not accurate, current or complete, or if we or Callidus has reason to believe that information you provided is not accurate, current or complete, we and Callidus have the right to restrict, suspend or terminate your account and reject or limit any and all future use of the Sites by you.

You are solely responsible for all activity associated with your account login and password, including, but not limited to, online conduct, use of the LMS and other Sites, and consequences of misuse of the LMS or other Sites. You are solely responsible for maintaining the confidentiality of your account login and password. You are required to notify USC Dental CE at cedental@usc.edu immediately of any unauthorized use of your account login and password. Please include "Unauthorized Access" in the subject line of any email submitted.

Visiting any Site, submitting information through the Sites, and sending emails to us or our agents or representatives constitute electronic communications. You consent to

receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Sites, satisfy any legal requirement that such communications be in writing.

We reserve the right to remove any comments or feedback from its Sites, blog, or any affiliated online presences that are profane, defamatory, inappropriate, off-topic, or in violation of this Agreement in our sole and absolute discretion.

8. User Contributed Content

You acknowledge and agree that you alone are responsible for any and all text, graphics, videos, images, music, sounds, and any other content that you publish, upload, display or transmit on or through the Sites, including but not limited to any information that you might submit through or upload onto the Sites (collectively, "User Content"), and promise that all information provided to us by you will be truthful and accurate to the best of your knowledge. You also agree to comply with all applicable laws regarding your use of the Sites. You further agree not to publish, upload, display or transmit any User Content or information that is untrue or inaccurate, or that you did not create and that you do not have permission to publish, upload, display or transmit.

You acknowledge and agree that we, in our sole discretion, and/or Callidus, in their sole discretion, may, but are not otherwise obligated to, review any User Content posted on the Sites (including Callidus's website and the LMS), and may delete or remove any Content, for any or no reason, specifically including (but not limited to) where we, in our sole and absolute discretion, and/or Callidus, in their sole and absolute discretion, determine that User Content violates this Agreement, is or may be offensive or illegal, or may violate the rights of, harm or threaten the safety of others. You alone are responsible for creating back-up copies of any User Content that you post on any Site or otherwise provide to us or to Callidus and any necessary replacement thereof.

By publishing, uploading, displaying or transmitting User Content to the Sites (including Callidus's website and the LMS), you authorize us to create such copies of your User Content, grant (and warrant and represent that you are capable of granting) to us and to Callidus an unlimited, transferable, irrevocable, fully paid and worldwide license (which includes the right to sublicense) to copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit for any purpose, commercial, advertising or otherwise, any User Content, and acknowledge and agree that we may preserve any and all archived copies of your User Content even after you may have deleted or removed them from the Sites.

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9. User Code of Conduct

You acknowledge and agree that the Sites are made available to you for your personal, academic and non-commercial use only. You warrant and represent that any information, including any User Content, submitted, posted, transmitted or shared by you on or through any Site (including Callidus's website and the LMS) shall not include any libelous, defamatory, obscene, or otherwise inappropriate or unlawful material; or violate or infringe upon the rights of any third-party, including but not limited to any and all copyright, trademark, privacy, publicity or other personal or proprietary rights.

Additionally, you warrant and represent that you will not visit or use any Site to:

- publish, upload, display, transmit or otherwise make available any content that we may, in our sole and absolute discretion, deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise (similarly) objectionable;
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden or impair the Sites;
- use automated scripts to collect information from or otherwise interact with the Sites;
- frame all or part of any Site, or use automated devices to search or scrap the Sites;
- systemically download or print materials from the Sites;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- publish, upload, display, transmit or otherwise make publicly available on the Sites any private information of any third party, including but not limited to addresses, phone numbers, email addresses, Social Security numbers and credit card numbers without their authorization;
- publish, upload, display or transmit or otherwise make available any content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- obtain email addresses or other contact information of any individual from the Sites for the purposes of sending unsolicited emails or other unsolicited communications for commercial purposes and/or unrelated to your participation in the USC Dental CE online program;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

- publish, upload, display, distribute, transmit or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
- publish, upload, display or transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- endeavor to ascertain any source code used in connection with any Site, including, but not limited to, Callidus's website and the LMS;
- intimidate or harass any individual;
- use or attempt to use another's account, service or system without authorization from USC, or create a false identity on the Sites;
- change or delete any proprietary notices from materials downloaded or printed out from the Sites; or
- publish, upload, display or transmit or otherwise make available Content that, USC may reasonably deem to be objectionable or which restricts or inhibits any other person from using or enjoying the Callidus Website, or which may expose USC or Website users to any harm or liability of any type.

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11. Callidus's Terms of Use and Policies

In addition to complying with this Agreement, you acknowledge, agree, represent, and warrant that you will review and comply with all applicable terms of use, privacy policies, and any other condition that governs your use and access of Callidus's website, the LMS, and any other Site owned, maintained, or operated by Callidus, including any future revisions to them, and that your violation of any applicable term, policy, or condition of Callidus will also be a violation of this Agreement.

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(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF BUSINESS, ANY LOSS OF DATA SUFFERED OR OTHER INTANGIBLE LOSS, ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR

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(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

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THE LIMITATIONS ON OUR LIABILITY TO YOU SHALL APPLY WHETHER OR NOT WE OR YOU HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

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15. Applicable Laws

You acknowledge and agree that this Agreement shall be governed by the laws of the state of California and consent to jurisdiction in California without regard to any conflict of law or choice of law principles with respect to any claim or dispute between you and us. You irrevocably acknowledge and agree that any claim or dispute between you and us that arises in whole or in part from your use of the Sites shall be decided exclusively by a state or federal court of competent jurisdiction located in Los Angeles County, California.

YOU ACKNOWLEDGE AND AGREE THAT YOU WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. ANY SUCH CLAIM OR ACTION WILL BE BROUGHT INDIVIDUALLY AND NOT ON A CLASS-WIDE BASIS. YOU KNOWINGLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY FORM OF "CLASS," "JOINT," OR "REPRESENTATIVE" LITIGATION AGAINST US OR ANY OF OUR SUBSIDIARIES, AGENTS, AFFILIATES, AND LICENSORS.

We make no representation that the Sites are appropriate or available for use in locations outside the United States, or that it provides an adequate level of data protection as required in the European Union or elsewhere. If you access the Sites from outside the United States, you do so on your own initiative and at your own risk, and you are responsible for complying with all applicable laws and regulations regarding online conduct, acceptable content and all other matters

16. Indemnification

You agree to indemnify, defend and hold harmless us, and each of our subsidiaries, officers, directors, employees, agents, affiliates and/or licensors, from and against any and all claims, liabilities, expenses or damages arising from or relating to your use of the Sites (including, but not limited to, any claim, liability, expense or damage arising from your inappropriate use of the Callidus website, the LMS, and/or your violation of any of these Terms of Use). Your obligation to defend and indemnify us survives the termination of these Terms of Use and this Agreement, and your use of the Sites.

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You are solely responsible for your interactions with any other individual who visits or uses the Sites, including Callidus's website and the LMS. Although we are not obligated to do so, we reserve the right to monitor disputes between you and any other individual who visits or uses the Sites, and disputes between you and Callidus, and the right to take any action that Callidus, in their sole discretion, deem necessary, in keeping with their terms of use and privacy policy, up to and including termination of an individual's access to and use of the Callidus website or the LMS.

18. Severability

The various provisions contained within the Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference are separate and independent, and should any term be declared unlawful, invalid or unenforceable for any reason by a court or other appropriate tribunal, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions and terms shall remain in full force and effect.

19. Entire Agreement

The Terms of Use, Privacy Policy, and any other policy or guidelines incorporated into this Agreement by reference shall constitute the entire agreement between you and us with respect to the Sites. This Agreement shall be binding on the parties and their respective successors and assigns.

There are no third-party beneficiaries intended by this Agreement, and you may not assign or transfer this Agreement or your rights or obligations under this Agreement without our prior written consent.

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We may terminate this Agreement at any time, with or without notice, for any or no reason.

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- A statement that you have a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and

- A statement, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

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Gus Anagnos, Chief Information Security Officer
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By Phone: 213-740-5555

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