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**HARDWARE AND SOFTWARE REQUIREMENTS FOR THE SERVICES.** You are responsible for obtaining all hardware, software or internet access needed to access and use the Course(s) and the SmartPros Technology.

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**REPRESENTATIONS OF LICENSEE.** By entering into this Agreement, you represent and warrant that (a) all information you supply during the registration process for each Course(s) is true, accurate, current and complete; and, (b) you will comply with all applicable laws, rules, and regulations in your use of the Course(s).

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**INDEMNIFICATION.** To the maximum extent permitted by applicable law, You agree to defend, indemnify and hold PwC and its respective officers, directors, partners, principals, employees, licensors, agents, business associates, affiliates and insurers harmless from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) and expenses in connection with any claim arising out of or in connection with: (a) any breach, or alleged facts that if proven would constitute a breach by you of this Agreement; (b) any unauthorized use of the passwords and/or usernames provided to you; (c) your use of the Course(s); (d) any claims by a third party that you did not have the authority or right to provide PwC with information or that PwC's use of information provided by you pursuant to this Agreement otherwise is improper or violates any third party's rights; or (e) any claims by a third party arising out of provision of the Course(s). PwC will give prompt written notice to you of any such claim. In addition, PwC will reasonably co-operate with you in connection with the foregoing, at your expense. At any time, PwC has the right to forgo the indemnification and assume the defense of any claim. Notwithstanding the foregoing, it is not the intent of the parties to affect the rights of PwC's insurers to assume the defense or settlement of any claim against PwC for which insurance coverage is sought under any PwC policy.

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this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect; (e) all of the terms of this Agreement that by their nature survive termination of this Agreement, including without limitation, all payment obligations, warranty disclaimers and limitations of liability, will continue in full force and effect after the termination of this Agreement.

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