

EXHIBIT B

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During the Term (as defined below) of this Agreement, you may:

- use the Materials for preparation for one or more parts of the CPA Exam (the "Exam"), and/or for your studies relating to the subject matter covered by the Program and/or the Exam), and/or for your studies relating to the subject matter covered by the Materials and/or the Exam, including taking electronic and/or handwritten notes during the Program, provided that all notes taken that relate to the subject matter of the Materials are and shall remain Materials subject to the terms of this Agreement;
- download the Materials onto any single device;
- download the Materials onto a second device so long as the first device and the second device are not used simultaneously;
- download the Materials onto a third device so long as the first, second, and third device are not used simultaneously; and
- download the Materials onto a fourth device so long as the first, second, third, and fourth device are not used simultaneously.

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You may not:

- use the Materials for any purpose other than as expressly permitted above;
- use the downloaded Materials on more than one device, computer terminal, or workstation at the same time;
- make copies of the Materials;
- rent, lease, license, lend, or otherwise transfer or provide (by gift, sale, or otherwise) all or any part

of the Materials to anyone;

- permit the use of all or any part of the Materials by anyone other than you;
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- reverse engineer, decompile, disassemble, or create derivative works of the Materials.

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- **Limited License:** Twenty-Four (24) months after you initially log-in to access the Materials, which is the first time you visit the Becker Course homepage and log-in using your user identification and password.
- **Unlimited License:** Unlimited access to the Materials until you pass all four sections of the CPA exam, as supported by documentary evidence further detailed below. Your access may

be suspended or deactivated at Twenty-four (24) months after your initial log-in to access the Materials if:

1. You have passed all four (4) CPA Exam sections, as evidenced by your submission each quarter, at Becker's request, of any scores you received on the CPA Exam during that quarter, or
2. You are not actively using the course materials to study. Active use of course materials is evidenced by having logged into the course within the past twelve (12) months; and
3. You cannot provide evidence that you are currently making attempts to pass the CPA Exam. Evidence that you are currently making attempts to pass the CPA Exam can be provided by submitting a copy of:
 - A valid Notice to Schedule (NTS). If the time allotted on the NTS has expired, the NTS cannot be used as proof that you are currently making attempts to pass the exam, or
 - A score notice/candidate performance report showing proof that you have failed one or more exam sections within the past twelve (12) months

Upon Becker's reasonable satisfaction of your continued use and attempts to take the CPA Exam, your access to the Materials will continue for an additional 12 months and shall continue for successive 12 month extensions provided you are able to demonstrate you are making attempts to pass the CPA Exam and are actively using the Materials as set forth above.

Termination: This license shall terminate upon the earlier of: (i) ten (10) business days after notice to you of non-payment of or default on any payment due Becker which has not been cured within such 10-day period; or (ii) immediately if you fail to comply with any of the limitations set forth in the Grant section above; or (iii) upon expiration of the Term. In addition, upon termination of this license for any reason, you must delete or otherwise remove from your computer and/or other device(s) any Materials you downloaded, including, but not limited to, any archival copies you may have made. The Title, Exclusion of Warranties, Exclusion of Damages, Indemnification and Remedies, Severability of Terms and Governing Law provisions, and any amounts due, shall survive termination of the license granted herein.

Your Limited Right to Terminate this License and Receive a Refund: You may terminate this license for the in-class, online, and self-study Programs in accordance with Becker's refund policy as provided below.

Cancellations and Refunds: To cancel your enrollment and receive a refund, contact Becker Professional Education at 800-868-3900.

Textbooks should be returned within 10 days of notification of withdrawal. Students should contact Becker for a "Return Materials Authorization" number prior to shipping returns. Students should ship materials by certified mail or an alternative traceable method. Flashcards and the material license fees for the Becker Promise are non-refundable. The cost to return materials is the responsibility of the student. Refunds will be made within 30 days from the date of cancellation. Non-receipt of shipment disputes must be made with 90 days of original purchase date.

All returns must be sent to: Becker Professional Education.
Attn: Becker Returns, 200 Finn Ct., Farmingdale NY 11735

For **Online CPA Exam Review Course and CPA Final Review course students***, a full tuition refund (less any applicable savings and fees) will be issued within 10 days of initial purchase or first login, whichever comes first.

For **Live Format and Cohort Program CPA Review students***, a full tuition refund (minus all applicable savings) will be issued to students who withdraw on or before the 5th business day or if students do not attend any part of the course (no-shows) after the start date of the scheduled section and provided that electronic course materials are not accessed. Thereafter, no refund will be issued as full access to course content has been granted.

Under certain circumstances, a live class may be cancelled up to 5 days in advance of the scheduled start date. Students will be provided with rescheduling options which could include access to self-study materials when live courses are not available. If rescheduling efforts are not successful, a refund for the cancelled course section may be issued and access suspended provided that the section content has not been accessed.

No Shows are students who never attend a live/live online class and do not access any portion of the course software/electronic materials.

For **Atlanta Intensive and Final Review students***, a full tuition refund (minus all applicable savings) will be issued to students who withdraw on or before the 2nd class of the first scheduled part. Thereafter, no refund will be issued as full access to course content has been granted.

For **SkillMaster Workshops**: A full refund will be issued to students who withdraw at least 10 business days before the scheduled workshop. Thereafter, no refund will be issued.

(*Applicable in all states except those noted below.)

The following cancellation policy is applicable for students in Alabama, Arkansas, District of Columbia, Kansas, Kentucky, Louisiana, Nebraska, Nevada, New Hampshire, New Mexico, Oklahoma, West Virginia:

If cancellation occurs within 3 business days of registration, all monies paid by the student will be refunded even if classes have already started.

A full tuition refund (minus all applicable savings and fees) will be issued to students who withdraw on or before the 5th business day after the start date of the first scheduled section; thereafter, students are entitled to a prorated refund (minus all applicable savings and fees) for the unused portion through 60% of the part taken (75% in Arkansas and DC).

For example, the refund for a candidate who withdraws after completing 12 hours (3 sessions) of Audit classes will be calculated as follows:

Amount Paid \$1131.00
Amount to be Prorated \$1131.00
 $8 \text{ Hours Cancelled} / 20 \text{ Hours Scheduled} \times \$1131.00 = \$452.00$ (Amount Refunded)

Residents are not required to submit written notification of withdrawal.

New Hampshire Students:

Any buyer may cancel this transaction by submitting written notification of withdrawal any time prior to midnight of the third business day after the date of this transaction.

Oklahoma Students:

Becker Professional Education is licensed by Oklahoma Board of Private Vocational Schools, 700 N. Classen Blvd. #250, Oklahoma City, OK 73118.

Classroom locations

University of Oklahoma, 307 West Brooks, Room 200, Norman, OK 73019; Oklahoma Christian University, 2501 E Memorial Rd., Edmond, OK 73136; and Oklahoma State University, 108 Gunderson Hall, Stillwater, OK 74078.

Holder in Due Course Rule: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed that paid by the debtor. (This Federal TradeCom Regulation became in effect 5/14/75.)

Becker Professional Education is licensed by Oklahoma Board of Private Vocational Schools, 700 N. Classen Blvd. #250, Oklahoma City, OK 73118.

Tennessee Students: At a minimum, refunds are calculated as follows:

Date of Withdrawal During:	Percent Refund of Tuition (Less Administrative Fee)
First day of scheduled classes	100%
Balance of week 1	90%
Week 2	75%
Weeks 3 and 4	25%
Weeks 5-8	0%

Refunds are to be prorated as of last day of actual attendance, notification is not required. All monies paid by an applicant will be refunded if requested within three days after signing an enrollment agreement and making an initial payment.

NON-REFUNDABLE ITEMS

Charges for Flashcards, Supplemental Multiple-Choice Questions, 0% APR* Financing Processing Fee and the Becker Promise material license fee are non-refundable.

*Annual Percentage Rating

Attendance:

CPA Exam Review Courses—Live Classroom Non-F1 Students

Attendance is defined as a student physically attending a live classroom on the enrolled/registered dates and times. BPE tracks attendance through rosters at live classes for students who selected and enrolled in this format. Classroom coordinators or student assistants are responsible for collecting attendance information. The faculty member supervises the attendance process at each class.

The purpose of BPE's CPA Exam review course is to prepare students for the CPA Exam. BPE does not issue grades, degrees, licenses or diplomas at course completion. A student may request a live course completion certificate by calling Becker's customer service at 800-868-3900. CPA live course completion certificates are offered for each section of the course (Audit, Business, Financial and Regulation). A student must attend a minimum of 50% of the live lectures for each section to receive the course completion certificate for that section. The student must complete any classes not attended live by viewing the corresponding lecture content (which is similar in length and content as the Live Course) using Becker's e-learning platform. The student must demonstrate completion of the relevant e-learning lectures by providing the Performance Summary report. Upon confirmation that the student has completed 100% of the lectures with at least 50% of the lectures in the live classroom, the student will receive the course completion certificate.

Students who are tardy or depart early must notify the instructor who will note on the attendance sheet with "T" for tardy (arriving 20 or more minutes late) and/or "ED" at early departure (leaving 20 or more minutes before the end of class). All students are required to sign in upon arrival at the class. Note that receiving a "T" or "ED" means that student may not count that class toward the live attendance requirement to receive a completion certificate.

No Shows are students who never attend a live/live online class and do not access any portion of the course software/electronic materials.

CPA Exam Review Courses—LiveOnline (LiveOnline courses are not I-20 eligible)

Attendance is defined as a student logging in to a LiveOnline webcast on the enrolled/registered dates and times. BPE tracks attendance using the webinar platform's built-in tracking of when registered students log in and log off. LiveOnline webcast registration and attendance tracking are the responsibility of the U.S. Accounting Operations team.

The purpose of BPE's CPA Exam review course is to prepare students for the CPA Exam. BPE does not issue grades, degrees, licenses or diplomas at course completion. A student may request a LiveOnline course completion certificate by calling Becker's customer service at 800-868-3900. CPA LiveOnline course completion certificates are offered for each section of the course (Audit, Business, Financial and Regulation). A student must attend a minimum of 50% of the LiveOnline lectures for each section to receive the course completion certificate for that section. The student must complete any classes not attended via webcast by viewing the corresponding lecture content using Becker's e-learning platform. The student must demonstrate completion of the relevant e-learning lectures by providing the Performance Summary report. Upon confirmation that the student has completed 100% of the lectures with at least 50% of the lectures via LiveOnline webcast, the student will receive the course completion certificate. Students who arrive more than 20 minutes late or leave more than 20 minutes early may not count that class toward the LiveOnline attendance requirement.

No Shows are students who never attend a live/live online class and do not access any portion of the course software/electronic materials.

Course Overview: To review Becker's full live course overview, catalog and policies applicable to live course enrollment, please visit

https://www.becker.com/content/dam/bpe/cpa/live/pdf/cpa_exam_review_course_catalog_4-6-18.pdf

Auditing: This course includes 18 hours of live instruction* and prepares students to pass the Auditing and Attestation section of the CPA Exam.

Business: This course includes 18 hours of live instruction* and prepares students to pass the Business Environment and Concepts section of the CPA Exam.

Financial: This course includes 30 hours of live instruction* and prepares students to pass the Financial Accounting and Reporting section of the CPA Exam.

Regulation: This course includes 24 hours of live instruction* and prepares students to pass the Regulation section of the CPA Exam.

*Hours of instruction represent allotted schedule time for live classes. Actual pre-recorded lecture hours may vary.

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Use of Your Data: You understand that you will be providing personal information if you register for the Program and that the following will occur: (a) once you have registered, logged in, and activated your account, you will be asked to provide information about yourself as part of the registration process, or as part of your continued use of the Materials. You agree that any registration information you give to Becker will be used and stored by Becker. By using the Materials, you hereby consent to

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Severability of Terms: If any term or provision of this license is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term or provision and such invalid term or provision shall be deemed to be severed from the license. This Agreement may only be modified by written agreement signed by both parties.

Governing Law: This Agreement shall be governed and construed according to the laws of the State of Illinois, United States of America, excepting that State's conflicts of laws rules. The parties agree that the jurisdiction and venue of any dispute subject to litigation is proper in any state or federal court in Chicago, Illinois, USA. The parties hereby agree to waive application of the UN Convention on the Sale of Goods. If the State of Illinois adopts the current proposed Uniform Computer Information Transactions Act (UCITA, formerly proposed Article 2B to the Uniform Commercial Code), or a version of the proposed UCITA, that part of the laws shall not apply to any transaction under this Agreement.

NOTICE TO STUDENTS: ACCET COMPLAINT PROCEDURE

This institution is recognized by the Accrediting Council for Continuing Education & Training (ACCET) as meeting and maintaining certain standards of quality. It is the mutual goal of ACCET and the institution to ensure that educational training programs of quality are provided. When problems arise, students should make every attempt to find a fair and reasonable solution through the institution's internal complaint procedure, which is required of ACCET accredited institutions and frequently requires the submission of a written complaint. Refer to the institution's written complaint procedure which is published in the institution's catalog or otherwise available from the institution, upon request. Note that ACCET will process complaints which involve ACCET standards and policies and, therefore, are within the scope of the accrediting agency.

In the event that a student has exercised the institution's formal student complaint procedure, and the problem(s) have not been resolved, the student has the right and is encouraged to take the following steps:

1. Complaints should be submitted in writing and mailed, or emailed to the ACCET office. Complaints received by phone will be documented, but the complainant will be requested to submit the complaint in writing.
2. The letter of complaint must contain the following:
 - a. Name and location of the ACCET institution;
 - b. A detailed description of the alleged problem(s);
 - c. The approximate date(s) that the problem(s) occurred;
 - d. The names and titles/positions of all individual(s) involved in the problem(s), including faculty, staff, and/or other students;
 - e. What was previously done to resolve the complaint, along with evidence

demonstrating that the institution's complaint procedure was followed prior to contacting ACCET;

- f. The name, email address, telephone number, and mailing address of the complainant. If the complainant specifically requests that anonymity be maintained, ACCET will not reveal his or her name to the institution involved; and
 - g. The status of the complainant with the institution (e.g., current student, former student, etc.).
3. In addition to the letter of complaint, copies of any relevant supporting documentation should be forwarded to ACCET (e.g., student's enrollment agreement, syllabus or course outline, correspondence between the student and the institution).
 4. **SEND TO:**
ACCET
CHAIR, COMPLAINT REVIEW COMMITTEE
1722 N Street, NW
Washington, DC 20036
Telephone: (202) 955-1113
Fax: (202) 955-1118 or (202) 955-5306
Email: complaints@accet.org
Website: accet.org

Note: Complainants will receive an acknowledgement of receipt within 15 days.

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