

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Certiport, a business of NCS Pearson, Inc. (hereinafter "Contractor"), with its principal place of business at 1276 S 820 E STE 200, American Fork, UT 84003

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement regarding the purchase of GMetrix practice tests and Learnkey learning products between the Parties and supersedes any and all agreements (excluding any Certiport Authorized Test Center Agreement which may already be in place – as required for the delivery of certification exams which are not contemplated by this Contract), representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide software licenses to various schools for GMetrix practice tests which focuses on providing simulated practice test experiences for Adobe, Microsoft, Apple, Intuit, EC Council, Unity, IC3, ESB and Communication Skills for Business certification exams and Learnkey learning products which focuses on curriculum and learning materials that help certification exam candidates prepare for Adobe, Microsoft, Apple, Intuit, EC Council, Unity, IC3, ESB and Communication Skills for Business certification exams . Purchase orders for licenses shall be entered by each participating school. GMetrix practice tests and LearnKey learning products software license pricing is attached and incorporated herein by reference.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Contract amount shall not exceed \$400,000.00
Progress Payments (if not applicable, insert N/A):	Each participating school will submit invoices after license is purchased and will be paid for by the school.
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Various School Budgets

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on September 30, 2020 and shall complete the Services no later than September 30, 2021, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be provided by Contractor, and in no event shall Contractor subcontract with any other person, excluding GMetrix LLC and LearnKey LLC (both of whom are developers and supplies of the software and/or digital learning products contemplated under this Contract), to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation

coverage to Contractor's employees. Contractor shall only provide software licenses, voucher codes, or activation keys in its performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and listing the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX

Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination. The Board acknowledges and agrees that any site license or license in which any portion of the license is used, is and shall be considered used in full and that any compensation in the event of termination under this section shall include the full value of any licenses which are partially used, regardless of amount used.

ARTICLE X

Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI

Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII

Contractor's Work Product

No work product is being prepared for or on behalf of the Board. The products being provided as Services are commercially available off the shelf products and are not works for hire. The Board may retain practice tests results and other performance evaluations automatically generated by the software, however the Board shall have no ownership interest in the tests results or other performance evaluations.

ARTICLE XIII

Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services, the Board's right to inspect and audit excludes Contractor's systems and information related to Contractor's expenses. Inspection shall take place during normal business hours at Contractor's place of business. The Board's right to inspect and audit shall be limited to once every twelve (12) months. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974. If Contractor has access to education records, Contractor shall limit its employees' access to those education records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 30, 2020.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Certiport
CONTRACTOR

By: _____

By: Bill Brothers
Bill Brothers (Sep 10, 2020 13:31 MDT)

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Bill Brothers
Finance Manager

JEP

Cabinet Member: Amy Dennes

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent:

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source:

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist: Software License

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s):

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s):

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s):

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location:

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic:

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items:

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Brenda Pirtle

Print name of person making Determination

Transition Readiness

School or Department

Signature of person making Determination

Date

Certiport

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011



A PEARSON VUE BUSINESS

K12 PRICE MENU

ASHLEY CALDWELL, TERRITORY MANAGER

ASHLEY.CALDWELL@PEARSON.COM

DESK: 801-847-3146 | FAX: 801-492-4118

CERTIPORT TECHNICAL SUPPORT: 1-888-999-9830, OPTION 1



Microsoft Office Specialist (MOS) is the only globally accepted credential for validating Microsoft Office skills. It is the official Microsoft Office certification for desktop productivity, enabling students to validate their skills and advance both academically and professionally. Certify in Word, Excel, PowerPoint, OneNote, Access, Outlook

ID#	Category	Product	Price
1100594	CERTIFY	MOS Voucher	\$75.00
1106514	CERTIFY	MOS Voucher with Retake	\$90.00
1106641	CERTIFY	Microsoft Certified Educator Voucher + Retake	\$20.00
1101634	CERTIFY	MOS License – 500 exams	\$3,744.00
1102232 1102221	PROMOTION	MOS + MTA License – 250 exams per license	\$5,990.00
1102733	PRACTICE	GMetrix Practice Tests - 10-Seat/100 User	\$723.00
1102832	PRACTICE	GMetrix Practice Tests - 30-Seat/300 User	\$1,555.00
1102735	PRACTICE	GMetrix Practice Tests - Site License	\$2,236.00
1105488	LEARN	CCI JasperActive W/GMetrix – 10 Seat/100 User	\$1,499.00
1105490	LEARN	CCI JasperActive W/GMetrix – 30 Seat/300 User	\$3,199.00
1105426	LEARN	CCI JasperActive W/GMetrix – Site License	\$4,199.00
1104538	LEARN	LearnKey for MOS – 10 Seat / 100 User	\$785.00
1104539	LEARN	LearnKey for MOS – 30 Seat / 300 User	\$1,575.00
1104540	LEARN	LearnKey for MOS - Site License	\$2,250.00
1106323	LEARN	(MSI) Moore - MOS eLearning 35 User License	\$495.00
1106324	LEARN	(MSI) Moore - MOS eLearning 75 User License	\$750.00
1106325	LEARN	(MSI) Moore - MOS eLearning 250 User License	\$1,695.00
1106760	LEARN	(MSI) Moore - MOS eLearning 500 User License	\$2,350.00

CCI JasperActive: Turn-key teaching system that includes curriculum, learning, practice, e-books, and teacher resources all fully mapped to the standards and objectives of the MOS certifications. Free trial upon request.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Free trial upon request. Video: <https://youtu.be/scuaDHcbvhE>

MSI (Moore Solutions) eLearning: Microsoft Office titles: Word, Excel, Access, PowerPoint and Outlook. Courses that align to the Certiport certification exam objectives and address your State DOE course frameworks. Each course is 35 to 40 hours, for K12: One 9 week period or 1/2 Semester per course. Free trial upon request.



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Microsoft Technology Associate (MTA) certification is the ideal and preferred path to Microsoft's world-renowned technology certification programs, such as Microsoft Certified Technology Specialist (MCTS) and Microsoft Certified IT Professional (MCITP). MTA is positioned to become the premier credential for individuals seeking to explore and pursue a career in technology, or augment related pursuits such as business or any field technology is pervasive.

ID#	Category	Product	Price
1101766	CERTIFY	MTA Voucher	\$53.00
1106519	CERTIFY	MTA Voucher with Retake	\$61.00
1102222	CERTIFY	MTA Campus License - 100 Exams	\$2,808.00
1102220	CERTIFY	MTA Campus License - 500 Exams	\$3,640.00
1102232 1102221	PROMOTION	MOS + MTA License – 250 exams per license	\$5,990.00
1102920	PRACTICE	GMetrix Practice Tests for MTA - 5 Seat/50 User	\$416.00
1102956	PRACTICE	GMetrix Practice Tests for MTA - 10 Seat/100 User	\$619.00
1102957	PRACTICE	GMetrix Practice Tests for MTA - 30 Seat/300 User	\$1,243.00
1102958	PRACTICE	GMetrix Practice Tests for MTA - Site License	\$1,867.00
1104549	LEARN	LearnKey Training for MTA – 10 Seat / 100 User	\$785.00
1104550	LEARN	LearnKey Training for MTA - 30 Seat / 300 User	\$1,575.00
1104551	LEARN	LearnKey Training for MTA – Site License	\$2,250.00

GMetrix: Practice tests map to the Microsoft Technology Associate (MTA) exam objectives. All tests are simulated, drag and drop, and multiple choice to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Video: <https://youtu.be/scuaDHcbvhE>



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Microsoft Certified Fundamentals (MTC) exams are the pathway to fully understanding what cloud computing is, what options are available from Microsoft, and which options make sense for businesses to invest in. This set of exams is the starting point for students who are looking to start a career in artificial intelligence, data science, and cloud computing.

With the usage of big data and artificial intelligence on the rise, the demand for data scientists is not being met—and the gap is widening. These entry-level exams are the first tier in Microsoft’s role-based certification program and will put students on the path to advance into Microsoft’s Associate and Expert level exams.

Exams Available:

AZ-900 Azure Fundamentals

MS-900 Microsoft 365 Fundamentals

MB-900 Microsoft Dynamics 365 Fundamentals

PL-900 Microsoft Power Platform Fundamentals

ID#	Category	Description	Price
1106648	CERTIFY	MTC Voucher	\$89.00
1106649	CERTIFY	MTC Voucher with Retake	\$103.00
1106682	CERTIFY	MTC Site License	\$3,640.00
1106723	PRACTICE	MTC GMetrix Practice Test Individual License	\$78.00
1106724	PRACTICE	MTC GMetrix Practice Tests 10 Seat License	\$619.00
1106725	PRACTICE	MTC GMetrix Practice Test 30 Seat License	\$1,243.00
1106726	PRACTICE	MTC GMetrix Practice Test Site License	\$1,867.00

GMetrix: Practice tests map to the Microsoft Technical Certification exam objectives. All tests are simulated, drag and drop, and multiple choice to provide the best assessment of real-world experience. Coming soon practice tests will be live in-application. All tests have both a testing and a training mode providing step-by-step help on each question.

FREE Curriculum from Microsoft: <https://www.microsoft.com/en-us/learning/browse-all-certifications.aspx?certificationlevel=fundamentals>



Adobe Certified Associate (ACA) certification will help validate a test candidate's ability to create, manage, integrate and communicate information using Adobe's dynamic multi-media, video, graphic, and web software. The certification exam is performed live in the application using the Adobe Creative Cloud software. Available exams include: After Effects, Animate, Flash (CS6 Only), Dreamweaver, Photoshop, Premiere Pro, InDesign and Illustrator.

ID#	Category	Product	Price
1100585	CERTIFY	ACA Exam	\$63.00
1106515	CERTIFY	ACA Voucher with Retake	\$75.00
1103875	CERTIFY	ACA Voucher with Retake and Practice Tests	\$99.00
1103028	CERTIFY	Classroom License W/GMetrix-Web Design (AE,PS,PP,AN,DW)	\$3,640.00
1103029	CERTIFY	Classroom License W/GMetrix-Graphic Design (AE,PS,PP,IL,ID)	\$3,640.00
1102125	CERTIFY	Site License W/GMetrix-All Titles (AE,PS,PP,IL,ID,AN,DW)	\$4,446.00
1103872	PRACTICE	GMetrix Practice Tests for ACA – 10 Seat/100 User License	\$619.00
1103873	PRACTICE	GMetrix Practice Tests for ACA – 30 Seat/300 User License	\$1,243.00
1103874	PRACTICE	GMetrix Practice Tests for ACA - Site License	\$1,867.00
1104542	LEARN	LearnKey Training for ACA – 10 Seat/100 User	\$785.00
1104543	LEARN	LearnKey Training for ACA – 30 Seat/300 User	\$1,575.00
1104541	LEARN	LearnKey Training for ACA – Site License	\$2,250.00
1104710	LEARN	ACA Test Prep 10 Seat License (Brain Buffet platform)	\$650.00
1104232	LEARN	ACA Test Prep 40 Seat License (Brain Buffet platform)	\$1,250.00
1106702	LEARN	(MSI) Moore - Adobe Suite eLearning 35 User License	\$495.00
1106324	LEARN	(MSI) Moore - Adobe Suite eLearning 75 User License	\$750.00
1106428	LEARN	(MSI) Moore - Adobe Suite eLearning 250 User License	\$1,695.00
1107046	LEARN	(MSI) Moore - Adobe Suite eLearning 500 User License	\$2,350.00

GMetrix: Practice tests map to the Adobe Certified Associate (ACA) exam objectives. Practice tests are live in the application (CC2018 and newer), simulated, drag and drop, and multiple choice to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Video: <https://youtu.be/scuaDHcbvHE>

ACA TEST PREP: ACATestPrep provides targeted video-based tutorials for Adobe Creative Cloud products. Content-rich projects allow students to train by practicing using the software. Self-paced learning allows students to learn at their



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own rate to ensure they fully grasp the concepts and gain the skills necessary to pass the Adobe Certified Associate exams. Best track record of any training company for the Certiport Adobe Certified Associate Exams. Thirteen out of the top fifteen top ACA schools use ACATestPrep!



Autodesk Certified User (ACU) certification ensures that students have mastered the design skills necessary to continue their academic pursuits, attain job-entry-level design careers, or work toward additional levels of industry certification.

The exams combine multiple-choice and simulation questions to ensure a student understands and is able to perform real-world tasks using Autodesk software. Exams available for: AutoCAD, Inventor, Revit, Maya, Fusion 360 and 3DsMax.

ID#	Category	Product	Price
1102088	CERTIFY	ACU Exam Voucher	\$63.00
1106517	CERTIFY	ACU Exam Voucher with Retake	\$76.50
1102793	CERTIFY	ACU Voucher with Retake and Practice Tests	\$109.00
1102098	CERTIFY	Classroom License with 30 Seat GMetrix	\$3,744.00
1102752	PRACTICE	GMetrix Practice Tests for ACU - 10 Seat/100 User	\$619.00
1102753	PRACTICE	GMetrix Practice Tests for ACU - 30 Seat/300 User	\$1,243.00
1102754	PRACTICE	GMetrix Practice Tests for ACU - Site License	\$1,867.00
1106578	LEARN	LearnKey ACU 10-Seat/100 License CAD, Inventor, Revit	\$595.00
1106575	LEARN	LearnKey ACU 30-Seat/300 License CAD, Inventor, Revit	\$1,250.00
1106448	LEARN	LearnKey ACU Site License CAD, Inventor, Revit	\$1,800.00
1106836	LEARN	TeachMe3d Revit Architecture Course Site License	\$1,000.00
1106835	LEARN	TeachMe3d Inventor Course Site License	\$1,000.00
1106840	LEARN	TeachMe3d AutoCAD Course Site License	\$1,000.00
1106843	LEARN	TeachMe3d AutoCAD, Inventor, Revit, and SolidWorks	\$1,800.00

GMetrix: Practice tests map to the Autodesk Certified User (ACU) exam objectives. Practice tests are either simulated or live in-application to provide the best assessment of real-world experience. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an on-demand learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. To Learn more please watch this instructional video: <https://youtu.be/scuaDHcbvHE>

TeachMe3d: The TeachMe3D online learning platform is a complete training tool for Autodesk Inventor, AutoCAD, Revit and SolidWorks designed specifically for middle schools, high schools and robotics teams. TeachMe3d includes training

videos, workbooks along with activity files that seamlessly integrate with existing curriculum. Instructors receive a teacher outline for each course and answer keys. TeachMe3d content has been created by Autodesk Certified Instructors and each course maps to the Autodesk Certified User industry certification exams.



Bookkeeping in the 21st Century requires more than knowledge of GAAP principles or an eye for detail —students need relevant computing skills. Intuit® QuickBooks, the industry leader in managerial accounting software for small business, provides an easy-to-understand platform for students to grasp accounting concepts while honing skills in the most prevalent bookkeeping application in small business today. Students can validate their QuickBooks knowledge by becoming an Intuit QuickBooks Certified User (QBCU).

ID#	Category	Product	Price
1105156	CERTIFY	QuickBooks Voucher w/Retake and Practice Tests	\$102.99
1105095	CERTIFY	QuickBooks License with GMetrix Practice Test License	\$3,536.00
1105091	PRACTICE	GMetrix Practice tests for QBCU – 10 Seat/100 User	\$468.00
1105092	PRACTICE	GMetrix Practice Tests for QBCU – 30 Seat/300 User	\$780.00
1105291	LEARN	LearnKey Training for QBCU – Single User	\$75.00
1105292	LEARN	LearnKey Training for QBCU – 10 Seat/100 User	\$595.00
1105293	LEARN	LearnKey training for QBCU – 30 Seat/300 User	\$1,250.00
1105294	LEARN	LearnKey Training for QBCU – Site License	\$1,800.00
1106225	LEARN	(GMetrix course) Quickbooks Desktop, Single User	\$75.00
1106222	LEARN	(GMetrix course) Quickbooks Desktop, 10-seat license	\$595.00
1106223	LEARN	(GMetrix course) Quickbooks Desktop, 30-seat license	\$1,250.00

GMetrix: Practice tests map to the QuickBooks Certified User (QBCU) exam objectives. All tests are simulated with drag-drop and multiple choice. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom.

GMetrix Course: This course was written for the 2017/2019 desktop versions of QuickBooks software. Students will gain vast knowledge of QuickBooks software while preparing for the QuickBooks Certified User industry certification exam.



A PEARSON VUE BUSINESS

K12 PRICE MENU

ASHLEY CALDWELL, TERRITORY MANAGER

ASHLEY.CALDWELL@PEARSON.COM

DESK: 801-847-3146 | FAX: 801-492-4118

CERTIPORT TECHNICAL SUPPORT: 1-888-999-9830, OPTION 1

This e-course includes an ebook, training videos, quizzes, student course guide, and project files. This is a great resource while preparing students for the QuickBooks Certified User desktop exam.

FREE QuickBooks software: <https://www.intuit.com/partners/education-program/>

FREE QuickBooks Articles, Tutorials, Videos and more: <https://quickbooks.intuit.com/learn-support/>



The Internet and Computing Core Certification (IC³®) provides test candidates with foundational skills needed to excel in virtually all career fields and academic pursuits requiring computer proficiency. It is an internationally recognized standard for digital literacy and reflects the most relevant skills needed in today's academic business environments.

ID#	Category	Product	Price
1101890	CERTIFY	IC3 Digital Literacy Exam Voucher	\$36.00
1101266	CERTIFY	IC3 Digital Literacy 3 Vouchers with 2 Retakes	\$116.00
1104189	CERTIFY	IC3 Digital Literacy 1500 Exam Site License	\$3,120.00
1104173	PRACTICE	GMetrix Practice Tests for IC3 – 10 Seat/100 User	\$619.00
1104174	PRACTICE	GMetrix Practice Tests for IC3 – 30 Seat/300 User	\$1,243.00
1104178	PRACTICE	GMetrix Practice Tests for IC3 – Site License	\$1,867.00
1104545	LEARN	LearnKey Training for IC3 – 10 Seat/100 User	\$595.00
1104559	LEARN	LearnKey Training for IC3 – 30 Seat/300 User	\$1,250.00
1104546	LEARN	LearnKey Training for IC3 – Site License	\$1,800.00



With a focus on younger demographics, the IC3 Spark certification addresses the same foundational concepts as its precursor - the IC3 Digital Literacy Certification. While both certifications target issues arising from the increasing demands of technology, IC3 Spark is created for younger children who may be new to computers and the Internet, or who lack a solid foundation in digital concepts.

ID#	Category	Product	Price
1104195	CERTIFY	IC3 Spark Voucher	\$36.84
1106691	CERTIFY	IC3 Spark Voucher with Retake	\$43.99
1104274	CERTIFY	IC3 Spark 500 Exam License w/ GMetrix Practice	\$2,808.00
1104824	PRACTICE	GMetrix Practice Tests – 10 Seat/100 User	\$468.00
1104825	PRACTICE	GMetrix Practice Tests – 30 Seat/300 User	\$780.00
1104826	PRACTICE	GMetrix Practice Tests – Site License 500 User	\$1,035.00



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1104264	LEARN	LearnKey Training for Spark 10 Seat/100 User	\$450.00
1104265	LEARN	LearnKey Training for Spark 30 Seat/300 User	\$950.00
1104266	LEARN	LearnKey Training for Spark Site License- 500 User	\$1,500.00



Learn and practice for CompTIA industry certifications. Certiport offers online curriculum and practice tests for the CompTIA industry certification exams.

Titles Include: A+ (100 Series), Linux+ (103&104), Sec+ (SY0-501), Advanced Security Practitioner

ID#	CATEGORY	PRODUCT	PRICE
1106371	PRACTICE	CompTIA Practice Test, Individual License, 1 App	\$109.00
1106372	PRACTICE	CompTIA Practice Test, Individual License, Full Suite	\$479.00
1106373	PRACTICE	CompTIA Practice Tests Full Suite, 10-seat/100-user	\$1,050.00
1106374	PRACTICE	CompTIA Practice Tests Full Suite, 30-seat/300-user	\$2,350.00
1104552	LEARN	LearnKey CompTIA License 1 App	\$225.00
1104553	LEARN	LearnKey CompTIA License Suite	\$400.00
1104560	LEARN	LearnKey CompTIA License Suite	\$999.00
1104561	LEARN	LearnKey CompTIA License Suite	\$2,300.00
1104562	LEARN	LearnKey CompTIA Site License	\$3,160.00

GMetrix Practice Tests Include: A+ 220-1001, A+ 220-1002, A+ 901, A+ 902, CAS-002: Advanced Security Practitioner, Linux Part 1 (LX0-103), Linux Part 2 (LX0-104), Network + (N10-007), Security + (SY0-501)

LearnKey Titles Included in License: A+ 220-1001, A+ 220-1002, A+ 901, A+ 902, Linux Part 1 (LX0-103), Linux Part 2 (LX0-104), Network + (N10-007), Security + (SY0-501)

GMetrix: Practice tests map to the CompTIA exam objectives. All tests are simulated with drag-drop, matching, calculations and multiple choice. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Video: <https://youtu.be/scuaDHcbvHE>



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ESB is the first certification product in the new Certiport Business Fundamentals Certification Program, which will also include certification exams in business disciplines such Digital Marketing and Finance. The ESB certification is built to test and validate foundation-level concepts and knowledge in entrepreneurship and small business management.

ID#	Category	Product	Price
1105096	CERTIFY	ESB Voucher	\$60.00
1106522	CERTIFY	ESB Voucher + Retake	\$70.00
1105597	CERTIFY	ESB Voucher + Retake and Practice Tests	\$109.00
1105108	CERTIFY	ESB Exam Site License with GMetrix Site License	\$3,094.00
1105097	PRACTICE	GMetrix Practice Tests for ESB - Single User License	\$42.00
1105112	PRACTICE	GMetrix Practice Tests for ESB – 10 Seat/100 User	\$468.00
1105113	PRACTICE	GMetrix Practice Tests for ESB – 30 Seat/300 User	\$780.00
1105283	LEARN	LearnKey Training for ESB - Individual User License	\$95.00
1105284	LEARN	LearnKey Training for ESB - 10 seat / 100 User License	\$595.00
1105113	LEARN	LearnKey Training for ESB - 30 Seat / 300 User License	\$1,250.00
1105286	LEARN	LearnKey Training for ESB - Site License	\$1,800.00

GMetrix: Practice tests map to the Entrepreneurship and Small Business (ESB) exam objectives. All tests are simulated with drag-drop, matching, calculations and multiple choice. All tests have both a testing and a training mode providing step-by-step help on each question.

LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Video: <https://youtu.be/scuaDHcbvHE>



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EC-Council | Associate

EC-Council, or the International Council of E-Commerce Consultants, is the world's largest cyber security technical certification body. EC-Council has certified over 200,000 information security professionals globally that have influenced the cyber security mindset of countless organizations worldwide. EC-Council is proud to offer two cybersecurity certifications, covering a "Red Team," offensive, and "Blue Team," defensive, approach. Get certified in both Ethical Hacker Associate (E|HA) and Cyber Forensics Associate (C|FA).

ID#	Category	Product	Price
1106084	CERTIFY	Exam Voucher	\$60.00
1106242	CERTIFY	Exam Voucher with Retake	\$72.00
1106294	CERTIFY	Exam Voucher with Retake and Practice Tests	\$104.00
1106092	CERTIFY	EC-Council Classroom License 100 Exams	\$2,175.00
1106095	CERTIFY	EC-Council Classroom License 250 Exams	\$2,475.00
1106114	PRACTICE	GMetrix Single User	\$75.00
1106116	PRACTICE	GMetrix 10 Seat/100 User License	\$595.00
1106118	PRACTICE	GMetrix 30 Seat/300 User License	\$1,195.00
1106121	PRACTICE	GMetrix Site License	\$1,795.00
	LEARN	EC-Council eBook Individual User – Single Title	\$45.00
	LEARN	EC-Council eBook 30 User	\$1,215.00
	LEARN	iLab – Dual Course – 9 Month - Single User	\$98.00
	LEARN	iLab – Dual Course – 9 Month - 30 User	\$2,646.00
	LEARN	iLab – Single Title - 9 Month – Single User	\$49.00
	LEARN	iLab – Single Title – 9 Month – 30 User	\$1,323.00

GMetrix: Practice tests map to the EC-Council Associate exam objectives. All tests have both a testing and a training mode providing step-by-step help on each question. GMetrix practice tests are the closest you will get to the real exam.

EC-Council official curriculum: In preparation for the Ethical Hacking Associate and Cyber Forensics Associate exams, EC-Council has created official curriculum aligned to the EC-Council Associate certifications. The curriculum includes EC-Council e-courseware and access to EC-Council's iLabs environment. The iLabs environment is a state-of-the-art virtual lab platform that gives the students a secure and safe environment to practice and learn the skills of ethical hacking and

cyber forensics. The EC-Council curriculum includes practice exercises and example exam questions for you and your students to review. These materials are meant to help familiarize yourself or your students with the areas of the exam.



App Development with Swift Certification Level 1

Swift is a robust and intuitive programming language created by Apple that's easy to learn, simple to use, and super powerful. Which makes it great for getting started with code. It's also one of the fastest growing, most popular open-source programming languages. In fact, some of the world's most popular apps are built in Swift.

ID#	Category	Product	Price
1106255	CERTIFY	Apple Swift Exam Voucher and Practice Test	\$95.00
1106256	CERTIFY	Apple Swift Exam Voucher with Retake and Practice Test	\$110.00
1106265	CERTIFY	Apple Swift License 250 Exams with GMetrix Site License	\$3,495.00

Curriculum is provided for free from Apple Education:

<https://itunes.apple.com/us/book/app-development-with-swift/id1219117996?mt=11>

This course is designed to teach you the skills needed to be an app developer capable of bringing your own ideas to life. Whether you're new to coding or want to expand your skills, by the end of this course you should be able to build a fully functioning app of your own design.

The course starts by introducing iOS development tools, basic programming concepts using Swift as the language, and industry best practices. Building on this foundation, you'll follow a step-by-step curriculum, work through practical exercises, and create apps from scratch.

Instructor Resources are provided for free from Apple Education:

<https://itunes.apple.com/us/book/app-development-with-swift/id1219118093?mt=11>

This Teacher Guide, a companion to the two-semester long App Development with Swift course, is designed for you to use with high school and college students. It includes tips for extending or adapting lessons, increasing collaboration, and assisting students who need extra support. It also includes downloadable Keynote presentations for each lesson, solution code for the labs presented in the student guide, and a rubric for evaluating student work.



Unity is the leading content-creation platform for VR/AR, real-time 3D, and mobile 2D. Unity is used by students and professionals around the world to create everything from games to movies, 3D models to VR simulations.

The new Unity Certified User (UCU) industry certification is an entry-level credential that allows individuals to get started in interactive content creation for industries such as gaming, entertainment, automotive, AEC and XR. The UCU certification helps employers and institutions verify a candidate's knowledge and skills using Unity technology to succeed in these industries. Whether it's a desire to create games and apps or build new worlds in AR/VR, the UCU certification is the place to start. The UCU certification is a stackable credential which builds into the professional Unity certifications such as: Unity Certified Programmer, Unity 3D Artist, Unity Certified Expert Gameplay Programmer, Unity Certified Expert Technical Artist: Rigging & Animation, and Unity Certified Expert Technical Artist: Shading & Effects

ID#	Category	Description	Price
1106540	CERTIFY	UCU Exam Voucher	\$65
1106542	CERTIFY	UCU Exam Voucher with Retake	\$80
1106547	CERTIFY	UCU Exam Voucher with Practice Test and Retake	\$120
1106557	CERTIFY	UCU Site License - 100 exams	\$2,100
1106543	CERTIFY	UCU Site License - 250 exams	\$2,500
1106535	PRACTICE	(GMetrix) Unity Certified User Practice Test 30-seat/300-user license	\$780
1106532	PRACTICE	(GMetrix) Unity Certified User Practice Test Site License	\$1,035
1106530	PRACTICE	(GMetrix) Unity Certified User Practice Test Individual User License	\$42
1106650	LEARN	Unity Courseware for Unity Certified User – Single User	\$40
1106655	LEARN	Unity Courseware for Unity Certified User – 10 Seat/100 User	\$395
1106657	LEARN	Unity Courseware for Unity Certified User – 30 Seat/300 User	\$795

FREE Unity software: Individuals can download the Personal edition to their own computer for free. Educators and schools can request a site license and not-for-profit educational institutions and programs, that qualify, can receive a free version. To redeem your free software license, go to: <https://unity.com/education>

GMetrix: Practice tests map to the Unity Certified User exam objectives. All practice tests have both a testing and a training mode providing step-by-step help on each question. GMetrix practice tests are the closest you will get to the real exam.

Unity Courseware: Unity Certified User courseware is developed by Unity and hosted on the GMetrix online platform. Students can learn in their own time and at their own pace with video-rich instructional content presented in a guided, progressive course of study. Alternatively, instructors can take advantage of the courseware's modular structure to personalize the learning for the needs of their unique students.

CODING IN MINECRAFT

Coding in Minecraft is a computer science curriculum with micro-credentials, all delivered through Minecraft: Education Edition. The pathway comprises three courses that immerse students in a Minecraft world to develop and prove their coding skills using MakeCode and JavaScript.

Students can receive their Coding in Minecraft micro-credential certificate upon completing the followed courses:



ID#	Category	Description	Price
1106831	Learn/Certify	(GMetrix) Coding in Minecraft course, 100-user license	\$1,950
1106834	Learn/Certify	(GMetrix) Coding in Minecraft course, individual user license	\$40

Teacher onboarding video: <https://youtu.be/6DPiPapc8zs>

Student onboarding video: <https://youtu.be/UnbwUTmTJA0>

Quick Start Guide: <https://codingcredentials.com/wp-content/uploads/2019/08/CIMQuickStart.pdf>

Learning Objectives / CSTA Alignment:

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- Introduction Course: <https://codingcredentials.com/wp-content/uploads/2019/08/Introduction-to-Coding-using-MakeCode-Objectives.pdf>
- Intermediate Course: <https://codingcredentials.com/wp-content/uploads/2019/08/Intermediate-Coding-using-MakeCode-Objectives.pdf>
- Advanced Course: <https://codingcredentials.com/wp-content/uploads/2019/08/Advanced-Coding-using-MakeCode-Objectives.pdf>

*After completing all three courses the student can validate their skillset by taking the Coding in Minecraft exam.

Exam information: <https://codingcredentials.com/coding-in-minecraft-exam-2/>

Exam Sample Questions: <https://codingcredentials.com/wp-content/uploads/2019/07/001-Sample-Questions-190719.pdf>



Communication Skills for Business (CSB) is one of the newest certification programs offered through Certiport. Candidates for the CSB certification will be expected to effectively communicate in a business setting. While the key skill being measured is communication the nature of the exam will also help candidates:

Critical thinking - which will happen as they think through how to effectively communicate

Collaboration - which will stem from effectively communicating with others

Creativity - which is required to present appealing communications

ID#	Category	Description	Price
1106745	CERTIFY	Voucher	\$59.00
1106756	CERTIFY	CSB Site License with GMetrix Site License	\$3,100.00
1106801	PRACTICE	CSB 10-Seat Practice Test License	\$468.00
1106804	PRACTICE	CSB 30-Seat Practice Test License	\$780.00
1106808	PRACTICE	CSB Practice Test License	\$1,035.00
1106962	LEARN	(LearnKey) CSB 10 Seat / 100 User License	\$595.00
1106966	LEARN	(LearnKey) CSB 30 Seat / 300 User License	\$1,250.00
1106849	LEARN	(LearnKey) CSB Site License	\$1,800.00

GMetrix: Practice tests map to the CSB Certified User exam objectives. All practice tests have both a testing and a training mode providing step-by-step help on each question. GMetrix practice tests are the closest you will get to the real exam.



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LearnKey Certification Training: LearnKey is an internet-based learning program with built in video training, projects, labs and student workbooks. Projects are catered for a classroom time limit. Includes pre and post assessments with built in activity reports for instructors. LearnKey helps an instructor manage all the different learning levels within a classroom. Video: <https://youtu.be/scuaDHcbvhE>

CERTIPORT CONTACT LIST

CERTIPORT CUSTOMER SERVICE & TECHNICAL SUPPORT

1-888-999-9830, option 1 Monday-Friday, 6:00 AM – 5:00 PM (Mountain Time)

customerservices@certiport.com (Responses within 1 business day)

technicalsupport@certiport.com (Responses within 1 business day)

*Urgent email extended hours:

Sat, Sun, & U.S. holidays: 8 am - 6 pm MTN Time (support@certiport.com)

Receive an email response within 2 hours during this time

GMETRIX TECHNICAL SUPPORT

801-323-5800

Support@gmetrix.com

LEARNKEY CLIENT SERVICES TEAM

1-800-984-9476

ClientServices@learnkey.com

Available Monday through Friday, 8AM – 5PM (MT)

CCI JASPERACTIVE SUPPORT

Contact: Sunday-Morio Todo

Toll Free: 1.877.678.2416

Direct: 778.726.1300

Email: sunday@ccilearning.com

Technical Support Toll Free: 1.888.882.8635

Support Website: support.ccilearning.com

Jasperactive Support: help@jasperactive.com



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CERTIPORT TRAINING / ONBOARDING

Account Management Training | Console 8 Training | Online Exam Delivery Training | E-Course Training
GMetrix Practice Test Training | Testing Software Training | Administrator Functions

Toll Free: 1-888-999-9830, option 3

Support Email: nss@certiport.com

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.



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6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and

(v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by



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Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.