



Kenton County School District | It's about ALL kids.

## Issue Paper

**DATE:**

03/29/2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The sales contract with TestOut for Simon Kenton High School to purchase 100 student licenses for the 2022-2023 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

TestOut allows students to learn the Microsoft Office Products, Access, Word, Excel, and PowerPoint using a simulation that is available to use on school issued Chromebooks. This software prepares students to take the Microsoft Office Specialist certification. During our demo period this year, we have seen the number of students who were able to obtain an industry certification double over the use of our previous product GMETRIX. This agreement will allow a license for every student that is enrolled in the Digital Literacy class to have access.

**FISCAL/BUDGETARY IMPACT:**

\$1950 – Perkins Grant Funds

**RECOMMENDATION:**

Approval to the sales contract with TestOut for Simon Kenton High School to purchase 100 student licenses for the 2022-2023 school year.

**CONTACT PERSON:**

Craig Reinhart

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



(ALL INFORMATION MUST BE CORRECTLY FILLED IN AND LEGIBLE)

SHIP TO Simon Kenton High School

TEACHER/DEPT Jeffrey Bonlander / PLCS

BUDGET 0902154-0650-348i

ACCOUNT #

[illegible]

**Freight** \_\_\_\_\_

TOTAL \_\_\_\_\_

1. Bid # \_\_\_\_\_
2. State/Fed Gov't Agency/Coop Price Contract \_\_\_\_\_
3. Competitive Negotiations-*Small Purchase Determination & Finding Form Required*
4. Small Purchase
5. Emergency (Declared by Superintendent **ONLY**)
6. Single Source
7. Licensed Professional/Technician

8. Perishable Items
9. Resale Item
10. Replacement Parts
11. Significant Savings
12. Authorized Travel Outside of District
13. Copyright Material
14. Other/Explanation

Teacher/Dept. Head \_\_\_\_\_  
Date 3/21/2022

Principal \_\_\_\_\_  
Date \_\_\_\_\_

Program Coordinator \_\_\_\_\_  
Date \_\_\_\_\_

Purchasing \_\_\_\_\_  
Date \_\_\_\_\_

PPP-1, rev. 3



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>TestOut Corporation</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>50 South Main Street</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Pleasant Grove, UT 84062</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
8	7			-	0	5	0	5	3
									8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► 	Date ► <b>2/5/2020</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*









Kenton County School District | It's about ALL kids

## THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

### VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

#### Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.



Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific



student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

## TestOut Corporation

Vendor Name

50 South Main Street, Pleasant Grove UT 84062

Vendor Address

1-800-877-4889

Vendor Telephone

support@testout.com

Vendor Email Address



Digitally signed by Nathan Garner  
Date: 2022.03.28 10:06:21 -06'00'

Signature by Vendor's Authorized Representative

Nathan Garner

Print Name

3/28/2022

Date



## TESTOUT PRODUCT LICENSE AGREEMENT

THIS TESTOUT PRODUCT LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the latest date set forth on the signature page hereto (the “**Effective Date**”), by and between TESTOUT CORPORATION, a Utah corporation, with its principal place of business at 50 South Main Street, Pleasant Grove, Utah 84062 (“**TestOut**”), and the Licensee whose name and address are set forth on the signature page to this Agreement (“**Licensee**”). TestOut and Licensee are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**.”

### RECITALS

A. TestOut is a certification and training company providing online assessments, labs, and learning resources, the use of which it licenses on a limited basis (the “**TestOut Software**”).

B. Licensee provides career education and desires to license the TestOut Software for educational purposes.

C. TestOut and Licensee desire to enter into an agreement to allow Licensee to utilize the TestOut Software.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Certain Definitions.**

“**Authorized User**” means the student and educator users who Licensee permits to access and use the TestOut Software and the Licensed Materials pursuant to Licensee’s License under this Agreement.

“**Courses**” means the courses associated with the Licensed Materials set forth in Exhibit A.

“**FERPA**” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**License**” means the non-exclusive, non-transferable, and non-sub-licensable right to use the TestOut Software and Licensed Materials.

“**Licensed Materials**” means the third-party materials and related media content set forth in Exhibit A together with any corresponding instructor resources and, during the term of this Agreement, any future editions of such materials.



“**Loss**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

2. **License.**

(a) **License Grant.** Subject to and conditioned on Licensee's payment of Fees and compliance with the terms and conditions of this Agreement, TestOut hereby grants to Licensee and its Authorized Users a non-exclusive, non-transferable, non-sublicenseable License to use the TestOut Software, including the Licensed Materials set forth in Exhibit A, during the Term of this Agreement.

(b) **Use Restrictions.** Licensee shall not use the TestOut Software or Licensed Materials for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify or create derivative works of the TestOut Software or the Licensed Materials, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the TestOut Software or the Licensed Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the TestOut Software or Licensed Materials, in whole or in part; (iv) remove any proprietary notices from the TestOut Software or the Licensed Materials; or (v) use the TestOut Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law.

(c) **Reservation of Rights.** TestOut reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title or interest in or to the TestOut Software or Licensed Materials.

3. **Licensee Obligations.** Licensee is responsible and liable for all uses of the TestOut Software and the Licensed Materials resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Licensee shall take all commercially reasonable steps to allow only Authorized Users to have access to Licensed Materials via the use of a secure password or other similar security method. Unless otherwise provided for in this Agreement, Licensee shall provide, at its sole cost and expense, all necessary technical support for delivery of Licensed Materials to Authorized Users. Licensee shall allow its Authorized Users of the Licensed Material to complete TestOut's certification exams associated with the Licensed Materials and shall incorporate such certification exams as part of the student learning process.

4. **Fees and Payment.**

(a) **Fees.** In consideration of the rights granted to Licensee under this Agreement, during the Initial Term of this Agreement Licensee shall pay to TestOut the license fees set forth on Exhibit A (the “**Fees**”) in accordance with Exhibit A and in this Section 4. If the Term is renewed for any Renewal Term(s) pursuant to Section 8(a), Licensee shall pay the then-current standard license fees that TestOut charges for the TestOut Software and Licensed Materials during the applicable Renewal Term.



(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on TestOut's income.

(c) Removed.

(d) No Deductions or Setoffs. All amounts payable to TestOut under this Agreement shall be paid by Licensee to TestOut in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

5. Intellectual Property Rights. Licensee acknowledges that, as between the parties, TestOut owns all right, title and interest, including all Intellectual Property Rights, in and to the TestOut Software, and, with respect to the Licensed Materials, the applicable third-party licensors own all right, title and interest, including all Intellectual Property Rights, in and to the Licensed Materials. Notwithstanding anything in this Agreement to the contrary, TestOut shall have the right to capture, collect, maintain, process and use any and all information associated with the use of the Licensed Materials, including without limitation, product usage information, aggregated user performance, assessments, and statistical analyses. To the fullest extent permitted by Law, TestOut shall have the right to share such information collected with third parties. Notwithstanding the foregoing, aggregated user performance shall not be used by TestOut for commercial gain and TestOut shall not use any personal data, student data or other information which is confidential in nature. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the TestOut Software or the Licensed Materials.

6. Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not] marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any Person, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable Law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving



party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

7. **Content Changes.** TestOut retains the right to modify the TestOut Software and the Licensed Materials, in its sole discretion, during the Term of this Agreement. TestOut agrees to provide Licensee with at least ninety (90) days' notice of any proposed modifications that TestOut believes in its sole discretion are material and could produce a different learning outcome or expectation or which alter the location or availability of TestOut Software of the Licensed Materials or its components. Should Licensee determine that such modification is not suitable for Licensee's use, Licensee shall have the right to terminate this Agreement and TestOut shall issue Licensee a credit for any unused license codes not yet issued.

8. **Term and Termination.**

(a) **Term.** The initial term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one (1) year from the Effective Date (the "Initial Term"). This Agreement shall not automatically renew .

(b) **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) TestOut may terminate this Agreement, effective on written notice to Licensee, if Licensee (A) fails to pay any amount when due hereunder, and such failure continues for more than fifteen (15) days after TestOut's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6.

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach (A) is incapable of cure; or (B) being capable of cure, remains uncured fifteen (15) days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of the TestOut Software and Licensed Materials and certify in writing to TestOut that the TestOut Software and Licensed Materials have been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.



(d) Survival. This Section 8(d) and Sections 4, 5, 6, 10(d), 11, 12 and 16 and will survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

9. Representations and Warranties. Each party represents, warrants and covenants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranties.

(a) Subject the limitations and conditions set forth in Sections 10(b) and 10(c), TestOut represents and warrants that the TestOut Software will substantially conform in all material respects to the specifications set forth in documentation supplied to Licensee by TestOut, when installed, operated and used as recommended in the documentation and in accordance with this Agreement. Additionally, any media on which TestOut supplies the TestOut Software to Licensee will be free of material damage and defects in materials and workmanship under normal use. TestOut further warrants that it has sufficient right, title and interest in the Licensed Materials to grant the licenses contemplated by this Agreement.

(b) The limited warranties set forth in Section 10(a) apply only if Licensee: (i) notifies TestOut in writing of a warranty breach; (b) has promptly installed all maintenance releases to the TestOut Software and the Licensed Materials that TestOut has previously made available to Licensee; and (c) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including, without limitation, payment of all Fees then due and owing).

(c) Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 10(a) does not apply to problems arising out of or relating to:

(i) Modifications to the TestOut Software or Licensed Materials;

(ii) Any operation or use of, or other activity relating to, the TestOut Software and Licensed Materials other than as specified in documentation supplied to Licensee by TestOut, including any incorporation of either of the foregoing in or with any technology or service not specified for Licensee's use in documentation supplied to Licensee by TestOut;

(iii) Licensee's or any third party's negligence, abuse, misapplication or misuse of the TestOut Software or Licensed Materials, including any use other than as specified in documentation provided to Licensee by TestOut;



(iv) Licensee's failure to promptly install all maintenance releases that TestOut has previously made available to Licensee;

(v) Licensee's breach of any provision of this Agreement; or

(vi) any other circumstances or causes outside of the reasonable control of TestOut (including abnormal physical or electrical stress).

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), THE TESTOUT SOFTWARE AND LICENSED MATERIALS ARE PROVIDED "AS IS" AND TESTOUT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TESTOUT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), TESTOUT MAKES NO WARRANTY OF ANY KIND THAT THE TESTOUT SOFTWARE AND LICENSED MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. **Limitations on Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 11, IN NO EVENT WILL TESTOUT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER TESTOUT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 11, IN NO EVENT WILL TESTOUT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO(2) TIMES THE TOTAL AMOUNTS PAID TO TESTOUT UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. **Indemnification.**

(a) **TestOut Indemnification.**

(i) TestOut agrees to indemnify, defend, and hold harmless Licensee and its officers, directors, agents, affiliates, and employees from and against all Losses incurred by Licensee resulting from any third-party claim, suit, action or proceeding (a "Third Party



**Claim**”) that the TestOut Software or Licensed Materials, or any use of the TestOut Software or Licensed Materials in accordance with this Agreement, infringes or misappropriates such third party’s Intellectual Property Rights, provided that Licensee promptly notifies TestOut in writing of the claim, cooperates with TestOut, and allows TestOut sole authority to control the defense and settlement of such claim.

(ii) If such a Third Party Claim is made or appears possible, Licensee agrees to permit TestOut, at TestOut’s sole discretion, to: (A) modify or replace the TestOut Software or Licensed Materials, or component or part thereof, to make it non-infringing; or (B) obtain the right for Licensee to continue use. If TestOut determines that none of these alternatives is reasonably available, TestOut may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee.

(iii) This Section 12(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by TestOut or authorized by TestOut in writing; or (B) modifications to the TestOut Software not made by TestOut.

(b) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at TestOut’s option, defend TestOut from and against any Losses resulting from any Third-Party Claim based on Licensee’s, or any Authorized User’s: (i) negligence or willful misconduct; or (ii) use of the TestOut Software or Licensed Materials in a manner not authorized or contemplated by this Agreement, provided that Licensee may not settle any Third-Party Claim against TestOut unless such settlement completely and forever releases TestOut from all liability with respect to such Third-Party Claim or unless TestOut consents to such settlement.

(c) Indemnification Procedure. Each party shall promptly notify the other party in writing of any Third Party Claim for which such party believes it is entitled to be indemnified pursuant to Section 12(a) or Section 12(b). The party seeking indemnification (the “**Indemnatee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Third Party Claim and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnatee’s failure to perform any obligations under this Section 12(c) will not relieve the Indemnitor of its obligations under this Section 12 except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

(d) Sole Remedy. THIS SECTION 12 SETS FORTH LICENSEE’S SOLE REMEDIES AND TESTOUT’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE TESTOUT SOFTWARE AND LICENSED MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Insurance. During the term of this Agreement, TestOut shall maintain, at its own expense, the following minimum insurance coverages and limits (which may be satisfied by a combination of primary and excess or umbrella insurance policies), each on an “occurrence” policy form, from one or more insurance companies that are approved to do business in the states in which the services are to be performed by TestOut and that have an AM Best Rating of A-VII or higher:



(a) Professional Liability Insurance, with a limit of \$2,000,000 per occurrence.

(b) Commercial or Comprehensive General Liability Insurance covering claims for bodily injury, death and property damage, with a combined single limit of \$1,000,000 for bodily injury, death and property damage per occurrence and in the aggregate, which shall include coverage for premises and operations liability, products and completed operations liability, contractual liability, broad form property damage, and personal injury liability.

(c) Umbrella form excess liability insurance in excess of the limits provided by the commercial general liability, and professional liability insurance policies required above with limits of at least \$2,000,000 per occurrence and annual aggregate.

14. **Compliance with Laws and Regulations.** The parties will comply with all applicable current and future Laws in their performance under this Agreement and with respect to the Licensed Materials, including without limitation, FERPA.

15. **Dispute Resolution.** In the event a controversy, claim or dispute arising out of or relating to this Agreement arises between the parties, senior management of the parties shall first attempt in good faith to resolve the conflict. In the event that the parties' management are unable to resolve the claim or dispute within a reasonable time (which in no event shall exceed thirty (30) days), either party may proceed with formal litigation procedures or with any legal remedies available.

16. **Miscellaneous.**

(a) **Captions; Recitals; Pronouns and Plurals.** The captions used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms of this Agreement or its intent. The recitals form an integral part of this Agreement and are hereby incorporated. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(b) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

(c) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth in the opening paragraph of this Agreement (in the case of TestOut) or the signature page of this Agreement (in the case of Licensee), or to such other address that may be designated by the party giving Notice from time to time in accordance with this section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.



(d) Force Majeure. In no event shall TestOut be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond TestOut's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, TestOut shall give prompt written notice to Licensee stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(e) Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

(f) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(g) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any



instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein

(j) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Kentucky. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Kentucky in each case located in the city of Covington and County of Kenton, in the state of Kentucky, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby

(k) No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(l) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of TestOut, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(m) Export Regulation. The TestOut Software and Licensed Materials may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(n) Equitable Relief. Licensee acknowledges and agrees that a breach or threatened breach of any of its obligations under Section 6 (Confidentiality), Section 12 (Indemnification), Section 2(b) (Use Restrictions), and Section 5 (Intellectual Property Rights), would cause TestOut irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, TestOut will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(o) Attorneys' Fees. In the event of any lawsuit, arbitration or other proceeding or dispute concerning this Agreement, the prevailing party will be entitled to recover its costs, expenses and reasonable attorneys' fees from the non-prevailing party, whether such sums are expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any arbitration, mediation, bankruptcy case or insolvency proceeding). For



purposes of the foregoing sentence (a) "prevailing party" means (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered substantially all of its claims, and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its costs and expenses (including attorneys' fees and costs) from the other party.

(p) Counterparts; Electronic Execution and Delivery. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument. A facsimile, .PDF or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, .PDF or other reproduction hereof.

*[Signature page follows]*



The parties hereto have executed this Agreement as of the Effective Date.

TESTOUT:

TESTOUT CORPORATION,  
a Utah corporation

By: TESTOUT - Dr. Wm  
Name: TRAVIS WILSON  
Title: Account Executive  
Date: 5-25-2022

LICENSEE:

\_\_\_\_\_  
a \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**

**(Licensed Materials and Fees)**

- A. **Licensed Materials.** The Licensed Materials include the following:

[INSERT]

- B. **Fees**

[INSERT]



# K12 IT Pricing

## IT Course Pricing

Individual Titles	\$94 each
Up to 50 Licenses	\$2,650
Up to 75 Licenses	\$3,700
Up to 100 Licenses	\$4,750
Up to 125 Licenses	\$5,800
Up to 150 Licenses	\$6,850
Up to 175 Licenses	\$7,900
Up to 200 Licenses	\$8,950

- Licenses will expire after one school year.
- Purchase includes an exam voucher for the applicable exam.
- Instructors receive complimentary access to the course materials.
- Discounts provided when a district purchases multi-schools.
- Pricing is based per school.

## Product List

COURSE TITLE	TESTOUT CERTIFICATION	OTHER CERTIFICATIONS
TestOut IT Fundamentals Pro	TestOut IT Fundamentals Pro	CompTIA IT Fundamentals FC0-U61
TestOut PC Pro	PC Pro	CompTIA A+ 220-1001 (Core 1) CompTIA A+ 220-1002 (Core 2)
TestOut Network Pro	Network Pro	CompTIA Network+ N10-007
TestOut Security Pro	Security Pro	CompTIA Security+ SY0-501
TestOut Ethical Hacker Pro*	TestOut Ethical Hacker Pro	EC-Council's Certified Ethical Hacker
TestOut Linux Pro	Linux Pro	CompTIA Linux + XK0-004
TestOut Routing and Switching Pro	Routing Pro Switching Pro	Cisco CCNA (200-125) Cisco ICND1 (100-105) Cisco ICND2 (200-105)
TestOut Client Pro	Client Pro	Microsoft Configuring Windows 7 (70-697) Microsoft Configuring Windows 8 (70-698)
TestOut Server Pro 2016: Install & Storage	Server Pro 2016: Install & Storage	Microsoft 70-740
TestOut Server Pro 2016: Networking	Server Pro 2016: Networking	Microsoft 70-741
TestOut Server Pro 2016: Identity	Server Pro 2016: Identity	Microsoft 70-742



# K12 Office Pricing

## Office Pro Pricing

# of Students	Site License
Single License	\$25
Up to 100 Licenses	\$1,650
Up to 250 Licenses	\$1,950
Up to 500 Licenses	\$2,450

- Licenses will expire after one school year.
- Purchase includes an exam voucher for the applicable exam.
- Instructors receive complimentary access to the course materials.
- Discounts provided when a district purchases multi-schools.
- Pricing is based per school.

## Product List

COURSE TITLE	TESTOUT CERTIFICATION	OTHER CERTIFICATIONS
TestOut Office Pro	Desktop Pro	Microsoft Word 2019 (exam MO-100) Microsoft Excel 2019 (exam MO-200) Microsoft PowerPoint 2019 (exam MO-300) Microsoft Access 2019 (exam MO-500) Microsoft Outlook 2019 (exam MO-400)
TestOut Desktop Pro Plus	Desktop Pro	Microsoft Word 2016 (exam 725) Microsoft Excel 2016 (exam 727) Microsoft PowerPoint 2016 (exam 729) Microsoft Access 2016 (exam 730) Microsoft Outlook 2016 (exam 731)
TestOut Desktop Pro	Desktop Pro	N/A