

## IT SPECIALIST AUTHORIZED TRAINING PROVIDER AGREEMENT

This IT Specialist Authorized Training Provider Agreement, dated as of the last date indicated after the signatures (“Effective Date”), is made by and between Pearson VUE, a business of NCS Pearson, Inc., a Minnesota corporation, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota 55437 (“Pearson VUE”), and [REDACTED], a [REDACTED] corporation, having its principal offices at [REDACTED] (“Distributor”).

1. **Scope of Agreement.** Pearson VUE wishes to engage Distributor to promote and resell the IT Specialist certification exams and learning content listed in Exhibit A (“Products”). Through this IT Specialist Authorized Training Provider Agreement, including any schedules or exhibits attached hereto (“Agreement”), Pearson VUE will provide Distributor with the rights necessary to resell the Products and to use the Product trademarks, logos, trade names, and service marks (“Marks”) for purposes of promoting the Product.
  
2. **Term and Termination.**
  - 2.1. **Term.** This Agreement shall commence on the Effective Date and have an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, pursuant to the same terms and conditions, on the anniversary of the Effective Date (each a “Renewal Term”) unless and until either party gives written notice of its intent to terminate the Agreement with at least sixty (60) days notice prior to the start of any Renewal Term or as otherwise provided in this Agreement.
  
  - 2.2. **Termination.**
    - 2.2.1. **By Either Party for Material Breach.** Failure by either party (the “Breaching Party”) to comply with any material provision of this Agreement shall entitle the other party (the “Non-Breaching Party”) to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure the breach within thirty (30) days after such written notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) the breach is not cured within the thirty (30) day period after receipt of the written notice and (ii) the parties have not otherwise resolved the breach during the thirty (30) day period, the Non-Breaching Party may terminate this Agreement by delivering a second notice to the Breaching Party specifying the date on which the termination is to be effective. Notwithstanding the foregoing, Pearson VUE reserves the right to terminate this contract immediately in the event Distributor breaches any provision of Sections 6 and 7.
  
    - 2.2.2. **By Pearson VUE.** Pearson VUE may terminate this Agreement at any time by providing written notice of its intent to terminate the Agreement to Distributor at least thirty (30) days prior to the date of such termination. Distributor shall, within ten (10) days from receipt of a notice for termination under this Section, notify all parties to whom it has sold Products of the termination of this Agreement in a communication acceptable to Pearson VUE, unless otherwise directed by Pearson VUE.
  
    - 2.2.3. **Duties of Distributor Upon Termination.** If Pearson VUE terminates this Agreement pursuant to Section 2.2.2, Distributor will not be held to the Minimum Purchase Requirement listed in Exhibit A for the year in which termination occurred. Additionally, Distributor’s appointment under Section 3 and the obligations owed by Distributor in this Agreement will continue until such time that all unused Products purchased by Distributor under this Agreement have been sold or expired. Notwithstanding the foregoing, any unused Products purchased by Distributor under this Agreement will expire at the end of the calendar year in which termination of this Agreement took place.

Upon termination of this Agreement for any other reason, including as outlined in Section 4.2, Distributor shall remove all references to images and logos representing or relating to Pearson VUE or the Products, including from any Distributor website, printed material, or retail storefront

operated by Distributor and all payments owed to Pearson VUE from Distributor shall immediately become due and payable.

3. **Appointments.** Pearson VUE hereby appoints Distributor as a non-exclusive distributor of the Products in the Territory listed in Exhibit A. In addition, Pearson VUE hereby provides Distributor with a revocable, nonexclusive, nontransferable, and personal license to reproduce and display the Product Marks for purposes of distributing, marketing, and promoting the Product directly to potential end users.

Distributor agrees to use, in the advertisement and promotion of the Product, only those materials approved by Pearson VUE. Distributor will submit to Pearson VUE for prior approval samples of all printed and/or online information and promotional materials relating to Distributor's marketing and selling of the Products that contain any Pearson VUE or Product Marks prior to Distributor's use of such materials. Pearson VUE will notify Distributor in writing of its approval or disapproval. A particular content, once approved by Pearson VUE, will be deemed approved for all subsequent uses if the content and context are not altered.

Both appointments provided by Pearson VUE to Distributor hereunder are subject to the terms and conditions of this Agreement and will immediately cease upon the termination or expiration of this Agreement.

#### 4. **Orders and Payments**

- 4.1 **Orders.** Distributor shall purchase the Product exclusively from Pearson VUE and shall sell the Product in its own name and on its own behalf. Upon purchase of the Product, Pearson VUE shall provide Distributor with the access codes or other means necessary for use of the Products.
- 4.2 **Minimum Purchase Requirement.** Distributor's appointment under Section 3 is contingent upon Distributor meeting the Minimum Purchase Requirement as defined in Exhibit A. If Distributor fails to meet the Minimum Purchase Requirement, Pearson VUE may immediately revoke Distributor's appointment and terminate this Agreement.
- 4.3 **Fees.** Distributor will receive the discount outlined in Exhibit A on any Product purchased through Pearson VUE. Distributor agrees to pay Pearson VUE for each Product ordered no later than thirty (30) days after receipt of an invoice from Pearson VUE. All payments shall be in US Dollars.
- 4.4 **Taxes and Similar Fees.** All amounts payable under this Agreement are exclusive of any tax, levy, duties, assessments, and or similar governmental charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Products, or the performance of this Agreement, and are not subject to increase, offset or reduction because of any costs, expenses, taxes, duties, assessments, or liabilities incurred by the parties in the performance of this Agreement. Distributor shall be responsible for the payment of any and all of its own income taxes and income tax withholding.
- 4.5 **Product Pricing.** Although Pearson VUE will establish and provide to Distributor the recommended retail price of Products, Distributor is free to determine its own retail price for each Product without regard to Pearson VUE's recommended retail price.

#### 5. **Duties of Distributor.**

- 5.1. **General Business Conduct.** Distributor agrees to conduct business in a manner that reflects favorably at all times on the Product and the reputation of Pearson VUE and shall make no representations concerning Pearson VUE or the Product that are inconsistent with the representations set forth in any descriptions, promotional materials, or manuals provided by Pearson VUE. Distributor shall not to engage in deceptive, misleading, or unethical conduct that is or might be detrimental to Pearson VUE or the Product.
- 5.2 **Competition; Circumvention.** During the term of this Agreement, and for eighteen (18) months after the termination or expiration of this Agreement, Distributor agrees that it will not develop, administer, sell or license products or services that compete with the Product to any customers that purchased the Product from

Distributor. Distributor agrees that it will not circumvent or interfere in any manner with any relationship, opportunity or advantage established by Pearson VUE with third-party vendors or customers that are known to Distributor.

- 5.3 Identification. In all promotional materials approved by Pearson VUE pursuant to Section 3 for use by the Distributor to market the Product, Distributor agrees to identify itself as a Pearson VUE IT Specialist Authorized Training Provider or as otherwise directed by Pearson VUE.
  - 5.4 Distributor Website. To fulfill its obligations hereunder, Distributor's website shall contain general information regarding the Product. Distributor's website shall also contain a clearly referenced and readily accessible link to the Pearson VUE website at [www.pearsonvue.com](http://www.pearsonvue.com), and the placement of such link on Distributor's website shall be as mutually agreed upon by the parties.
  - 5.5 Training Finder. Pearson VUE will maintain a locator function that allows potential customers to search for IT Specialist Authorized Training Providers near them ("Training Finder"). Distributor agrees that Pearson VUE may use and publish any Distributor contact information, such as Distributor's name and address, that Pearson VUE determines necessary for purposes of listing Distributor on the Training Finder. Distributor understands that its information will be shown alongside other IT Specialist Authorized Training Providers on the Training Finder.
  - 5.6 Instructor Requirements. Distributor must provide at least one instructor that will teach classes on the Product. Instructors are required to i) achieve a passing score on the corresponding certification exam for the class they teach and ii) hold an industry teaching designation, such as Microsoft Certified Trainer, Certified Cisco Systems Instructor, AWS Authorized Instructor, or comparable credential.
  - 5.7 Evaluation Report. At the end of any class taught by Distributor concerning the Product, Distributor shall provide an evaluation form, acceptable to Pearson VUE, to its students to assess the quality of Distributor's class. Distributor will report the results of any completed evaluation form to Pearson VUE.
  - 5.8 Distributor Personnel. All personnel of Distributor, including all employees and independent contractors, are and shall be considered employees or agents of Distributor, as applicable. Distributor assumes sole and full responsibility for the acts and omissions of its personnel. Distributor shall at all times during the term of this Agreement maintain reasonable and adequate supervision, direction, and control over its personnel and shall be solely responsible for any payments of salaries or wages owed to its personnel and related matters, including, if applicable, the withholding and/or payment of all federal, state and local income, unemployment, social security and other payroll taxes, workers' compensation, disability benefits and all other additional legal requirements of a like nature applicable to such personnel.
  - 5.9 Product Warranties by Distributor. The Distributor shall make no warranty or guaranty, orally or in writing, concerning any of the Products, which might be perceived by a customer as in any way coming from or binding on Pearson VUE, except for such warranties as Pearson VUE approves in writing.
6. Compliance. Distributor agrees:
- 6.1 To (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) comply with U.S. and local anti-bribery laws, such as the United States Foreign Corrupt Practices Act, United Kingdom Bribery Act, and other similar local laws; (e) prohibit Distributor's employees, agents, and subcontractors from offering, paying or authorizing financial or other advantage to be given to any official or employee of any government or political party, political candidates or employees of government enterprises (each, an Official) for the purposes of (1) obtaining an improper business advantage; (2) influencing such Official to take, or not to take, any action or decision; or (3) inducing such Official to use his or her influence to affect any act or decision of a government; (f) not be involved with any form of exploitation of children or under age child labor; and (g) provide employees

and any contracted individuals engaged by Distributor with a work environment free of coercion and harassment, including harassment or discrimination based on race, religion, color, marital status, pregnancy, gender, national origin, or any other protected category.

- 6.2 To follow the principles of the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework principles to the extent applicable.
- 6.3 That should it or any of its owners, directors, or employees learn of or suspect, any act or circumstance, whether in connection with performance of this Agreement or its other activities that may violate the laws of the country or countries that Distributor is operating in, or violate the terms of this Agreement, it will immediately advise a member of the legal department of Pearson VUE in writing of such knowledge or suspicion. Such notice shall be given at the following email address: PearsonVUEContracts@pearson.com

## 7. **Confidentiality.**

- 7.1. **Definition of Confidential Information.** The parties agree that each Party, (the “Disclosing Party”) may provide to the other Party (the “Receiving Party”) preexisting or new confidential information owned by the Disclosing Party and/or its licensors, suppliers, members, resellers, Distributor’s, clients or customers, including without limitation patentable inventions for which no registration has yet been applied or received; business/commercialization plans; technology (including Pearson VUE Technology); financial information; employee information, supplier/licensor information; prospective marketing plans, processes; cost/earnings information; or information that should, under the circumstances surrounding disclosure, reasonably be understood to be confidential (“Confidential Information”). For purposes of this Agreement, the terms of this Agreement, including all Exhibits hereto shall be deemed Confidential Information.
- 7.2. **Obligations of Confidentiality.** During the Term of this Agreement and for so long as such Confidential Information retains its confidential status, the Receiving Party hereby agrees to hold in strict confidence and refrain from publication, dissemination, or any other disclosure to third parties any Confidential Information it receives from the Disclosing Party and/or any third party by virtue of this Agreement, other than as required to complete its obligations under this Agreement or as required to be disclosed by law or as ordered pursuant to a final binding order of a governmental agency or court of competent jurisdiction, provided that Receiving Party will provide prompt notice of such order to Disclosing Party and cooperate with and assist Disclosing Party in connection with obtaining a protective order at Disclosing Party’s cost and expense. Each Party agrees not to use any Confidential Information of the other Party (whether oral or written) except in the performance of this Agreement. Such Confidential Information shall be provided only to those employees, individuals and representatives of the parties with a need-to-know such information for purposes of this Agreement. The obligations of this Section 12 shall not apply to information which: (a) was already in the possession of the Receiving Party prior to the Effective Date of this Agreement and not already subject to obligations of confidentiality; (b) was or becomes publicly known through no fault of the Receiving Party, (c) the Receiving Party rightfully receives from third parties not otherwise bound by an obligation of confidentiality to the Disclosing Party, (d) is approved for use or release by written authorization from the Receiving Party (such disclosure to be subject to any restrictions placed on the disclosure in writing by the Party authorizing said disclosure), or (e) the Receiving Party can prove it independently developed without reference to the Disclosing Party’s Confidential Information.
- 7.3. **Return of Confidential Information.** Within thirty (30) days following the expiration or termination of this Agreement and/or upon written request of the Disclosing Party, the Receiving Party will return to the Disclosing Party or certify the destruction of all copies of the Disclosing Party’s Confidential Information, except for any documents reasonably required to be retained by counsel. Furthermore, the Receiving Party shall delete, erase and destroy all copies of such Disclosing Party’s Confidential Information located on the Receiving Party’s computer hardware and/or Receiving Party’s retained media, and will certify the foregoing to the Disclosing Party in writing. If it is infeasible to destroy or return any of Disclosing Party’s Confidential Information then the terms of this section shall apply so long as the Confidential Information is infeasible to destroy or return.

- 7.4. Injunctive Relief. The parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 12 may cause irreparable injury to the Disclosing Party; therefore, in the event any Party breaches or threatens to breach the provisions of this section, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.
- 7.5. Protection of Pearson VUE Technology. Distributor shall not, re-engineer, reverse engineer, or manipulate in any way, Pearson VUE technology without express prior written permission from Pearson VUE. Distributor shall not provide access to Pearson VUE technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Pearson VUE shall retain all right, title and interest to Pearson VUE technology and any modification, enhancement, localization or extension of the Pearson VUE technology developed by Distributor during the term of this Agreement. To the extent that Distributor may be deemed to have any ownership interest in or to the Pearson VUE technology, Distributor hereby assigns and transfers to Pearson VUE all such rights, title and interest that Distributor may have in such materials. Distributor acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Pearson VUE technology or any derivative work based thereon, and that this Agreement does not create or vest in Distributor any right, title or interest in the Pearson VUE technology, or any derivative work based thereon. Pearson VUE expressly reserves all rights in the Pearson VUE technology not expressly granted to Distributor in this Agreement. Pearson VUE hereby prohibits Distributor from disassembling, reproducing, modifying, or creating derivative works based on the Pearson VUE technology. Distributor shall not be entitled to use Pearson VUE technology for internal purposes except as specifically permitted by this Agreement. Pearson VUE also prohibits the sublicensing or assigning of Distributor's rights to the Pearson VUE technology without the prior written consent of Pearson VUE.
- 7.6. Standards and Policies. Distributor agrees to maintain and adhere to privacy policies that are consistent with, and no less restrictive and protective of personal data than, (a) the E.U-U.S. Privacy Shield principles set forth by the US Department of Commerce; and (b) the principles and policies set forth in the Pearson VUE Privacy Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such may be amended by Pearson VUE from time to time.
- 7.7. Security Breach. Distributor will contact Pearson VUE immediately of any confirmed breach of the security of, or loss of, Confidential Information, as defined in this Agreement, or Personal Data, as defined by the General Data Protection Regulation (GDPR) within three (3) business days of discovery of such a breach. Such contact will be made to Pearson VUE via email to [PearsonVUEContracts@pearson.com](mailto:PearsonVUEContracts@pearson.com). Distributor will cooperate and provide reasonable assistance to Pearson VUE, at no charge, in the investigation of such breach or loss. Distributor shall promptly provide additional documentation concerning the incident, results of any audit, assessment or analysis related to the incident, and any plans for remediation to Pearson VUE.

Distributor hereby agrees to indemnify, defend, and hold harmless Pearson VUE and Pearson VUE's directors, officers, employees, successors, and assigns from and against any and all third party allegations, claims, losses, liabilities, actions, lawsuits, damages, proceedings, judgments, awards and expenses, or other losses of any kind or character (including, but not limited to, reasonable attorneys' fees, any costs associated with complying with breach notification laws, providing credit monitoring to affected individuals) however arising in connection with Distributor's breach of, or loss of Confidential Information or Personal Information.

- 7.8. Security Requirements. Distributor will maintain any hardware or software containing Pearson VUE's Confidential Information in a secured environment. The secured environment will include, but not be limited to, secured access badges which register who has entered the room, the date and time of entry, camera monitoring of the room, and reasonable background checks of all employees with access to the Confidential Information. In addition, Distributor shall use commercially reasonable technical and organizational measures to protect and prevent alteration, loss, unauthorized processing and/or access to any of Pearson VUE's data or materials. Distributor shall maintain an up-to-date listing of all of its applicable systems and infrastructure components that process or store any of Pearson VUE's data or materials.

Distributor shall be responsible for and comply with those security laws, standards and security requirements that apply to their respective activities worldwide.

- 7.9. **Security Audit.** Distributor shall provide to Pearson VUE upon request a copy of Distributor's most recent independent security audit results.
8. **Limited Warranty; Limited Remedies.** Pearson VUE makes no warranty concerning the Product or any other services or goods provided under this Agreement, and Pearson VUE hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Pearson VUE shall not be liable to the Distributor for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Pearson VUE is advised as to the prospect of the same. Further, Pearson VUE shall not be liable to Distributor for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid to Pearson VUE by Distributor during the previous year.
9. **Ownership.** No title to, or ownership of, the Product, the Marks, or any other software, printed materials, processes, databases, or supporting documentation is transferred by Pearson VUE to Distributor under this Agreement. Any changes or modifications to the Product or Marks suggested by Distributor are hereby assigned by Distributor to Pearson VUE, and Pearson VUE will own solely all rights, title, and interest in and to the changes or modifications.
10. **Audit.** Distributor agrees to keep accurate books, accounts, and records. Pearson VUE shall be allowed reasonable access to Distributor's books, accounts, and records and shall have the right to audit those books, accounts, and records, at Pearson VUE's cost, and may use third-parties, such as external audit firms, to assist in any such audit. Distributor agrees to cooperate fully in any such audit.
11. **Miscellaneous.**
- 11.1. **Entire Agreement.** The terms and provisions of this Agreement constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.
- 11.2. **Authority.** Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder, and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.
- 11.3. **Insurance.** Distributor shall maintain at all times during the term of this Agreement Cyber or Privacy Liability insurance with limits of not less than one million dollars (\$1,000,000) for each claim for liability including but not limited to damages arising from the loss of or disclosure of confidential information or other data breaches of private and personally identifiable information including coverage for notification costs, fines, penalties and other related damages. Distributor shall include Pearson VUE as an additional insured under its Cyber or Privacy Liability policy and shall provide Pearson VUE with Certificates of Insurance evidencing compliance with these insurance requirements prior to commencing its performance, and promptly thereafter upon any renewal or replacement of any required policy. Such Certificates of Insurance shall provide that Pearson VUE will be provided with at least thirty (30) day notice prior to cancellation or non-renewal of Distributor's coverage. Distributor's insurance shall be provided by financially responsible insurers, each of which shall have an A. M. Best Company rating of at least A-VII.
- 11.4. **Governing Law.** 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 and notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of

Goods, if applicable. Pearson VUE and Distributor consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

- 11.5. No Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Distributor and Pearson VUE. Neither party shall have any right to obligate or bind the other party in any manner whatsoever outside of this Agreement.
- 11.6. Indemnity. Distributor shall indemnify, defend and hold harmless Pearson VUE from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to acts or omissions by Distributor and any breach by Distributor of any representation, warranty or covenant set forth in this Agreement..
- 11.7. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 11.8. Notices.
- 11.8.1. Any notices permitted or required under this Agreement will be given in writing and sent by certified mail, postage prepaid, return receipt requested, or by facsimile, or by overnight courier service, addressed to the party at the address specified in the beginning of this Agreement, or as altered by notice given in accordance with this Subsection.
- 11.8.2. A notice given in accordance with this Subsection will be deemed received: (a) on the date of delivery, if left at the recipient's address; (b) two (2) calendar days after delivery to a courier, if sent by commercial "overnight courier"; (c) five (5) calendar days after the date of posting or date of receipt, whichever is less, if sent by certified mail; or (d) on notice of automatic receipt of transmission, if sent by facsimile.
- 11.9. Headings. The headings to the sections hereof are for convenience only and have no legal effect.
- 11.10. Survivability. 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, which provisions will in any event include Section 7, 8, 9, 10, and 11.
- 11.11. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Distributor may not assign its rights or delegate its duties hereunder without the express written consent of Pearson VUE.
- 11.12. Waiver and Severability. Failure by a party to enforce its rights on one occasion will not operate as a waiver of said rights or any other rights on any other occasion. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions hereof shall not be affected.
- 11.13. Taxes. Distributor shall promptly pay, and reimburse and hold Pearson VUE harmless from and against, all taxes of any character incurred by Distributor and resulting from the purchase and/or sale by Distributor of the Product.
- 11.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.

11.15. No Third Party Beneficiaries. 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.

11.16. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.

11.17. Publicity. Distributor shall not issue any press release or publicity that relates to this Agreement without the express written consent of Pearson VUE.

11.18. Review. Distributor acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Distributor expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

**IN WITNESS WHEREOF**, the parties have set their hands hereto as of the date set forth below.

**DISTRIBUTOR NAME**

**NCS PEARSON, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR REVIEW ONLY



## EXHIBIT A

### 1. Territory

Worldwide.

### 2. Minimum Purchase Requirements

Distributor must purchase at least one hundred (100) Products from Pearson VUE per calendar year.

### 3. Product Discount

15% off of all Product purchases.

### 4. Products

The following Products are available for Distributor to purchase and resell:

- It Specialist Databases Certification Exam
- It Specialist Software Development Certification Exam
- It Specialist Networking Certification Exam
- It Specialist Network Security Certification Exam
- It Specialist JavaScript Certification Exam
- It Specialist Java Certification Exam
- It Specialist Python Certification Exam
- It Specialist HTML and CSS Certification Exam
- It Specialist HTML5 Application Development Certification Exam
- It Specialist Device Configuration and Management Certification Exam
- It Specialist Artificial Intelligence Certification Exam
- It Specialist Cloud Computing Certification Exam
- It Specialist Computational Thinking Certification Exam
- It Specialist Cybersecurity Certification Exam
- It Specialist Data Analytics Certification Exam
- Pearson VUE's CertPREP courseware associated with the above certification exams.