

ACHIEVE DISTRIBUTION AGREEMENT

This Achieve Distribution 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., having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota 55437 (“Pearson VUE”), and [REDACTED], having its principal offices at [REDACTED] (“Company”).

1. **Scope of Agreement.** Company desires to promote and distribute certain products and courseware made available by Pearson VUE as a Pearson VUE authorized provider. Through this Achieve Distribution Agreement, including any schedules or exhibits attached hereto (“Agreement”), Pearson VUE will provide Company with the rights necessary to promote and distribute the Pearson VUE products and courseware identified in any Exhibit A.
2. **Definitions.** The following terms have the meanings ascribed to them when used with an initial capital letter in this Agreement.
 - 2.1. “Product(s)” means the products and courseware identified in any Exhibit A that Pearson VUE makes available to Company for distribution.
 - 2.2. “Product Marks” means registered and unregistered trademarks, logos, trade names, and service marks associated with the Products.
 - 2.3. “Territory” means the geographic area identified in any Exhibit A where Company is permitted to distribute the Products.
3. **Term and Termination.**
 - 3.1. **Term.** This Agreement commences on the Effective Date and shall continue, unless terminated early as provided in this Agreement, for a period of one (1) year. Thereafter, this Agreement will automatically renew for additional one (1) year terms, pursuant to the same terms and conditions, on the anniversary of the Effective Date (each a “Renewal Term”).
 - 3.2. **Notice to Prevent Automatical Renewal.** Either party may prevent the automatical renewal of this Agreement during any Term or Renewal Term by giving the other party at least sixty (60) days written notice prior to the end of the then current term.
 - 3.3. **Termination.**
 - 3.3.1. **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.
 - 3.3.2. **By Pearson VUE.** Pearson VUE may terminate this Agreement at any time by providing written notice of its intent to terminate the Agreement to Company at least thirty (30) days prior to the date of such termination. Within ten (10) days of Company’s receipt of such notice, Company shall 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.

- 3.3.3. Based on Proprietary or Confidential Information.** Effective immediately upon written notice to the other party, either party may terminate this Agreement, and all rights and licenses granted herein, if the other party violates any of the license rights under this Agreement or infringes, misappropriates, or otherwise violates the intellectual property, proprietary rights, or any Confidential Information of the party giving notice.
- 3.3.4. Termination for Insolvency.** Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may immediately terminate this Agreement, upon written notice to the other party if the other party makes an assignment for the benefit of its creditors; is unable to pay its debts as they become due; files a voluntary petition in bankruptcy; is adjudicated to be a bankrupt or an insolvent debtor; files a petition seeking for itself any reorganization; or consents to or acquiesces in the appointment of a trustee, receiver or liquidator. In the event a proceeding seeking involuntary reorganization, or similar relief is filed against one of the parties to this Agreement, which is not dismissed within one (1) month after filing, or if any trustee, receiver or liquidator of a party or any substantial part of a party's business assets, or properties is appointed without the party's consent or acquiescence and such appointment is not vacated within one (1) month after such appointment, then in such event, the other party shall have the right to terminate without notice.
- 3.3.5. Duties of Company Upon Termination.** If the Agreement is terminated, Company's appointment under Section 4 and the obligations owed by Company in this Agreement will continue until such time that all unused Products purchased by Company under this Agreement have been sold or expired. Notwithstanding the foregoing, any unused Products purchased by Company under this Agreement will expire at the end of the calendar year in which termination of this Agreement took place. Upon termination, Company shall remove all references to images and logos representing or relating to Pearson VUE or the Products, including from any Company website, printed material, or retail storefront operated by Company, and all payments owed to Pearson VUE from Company shall immediately become due and payable.

4. Ownership and Licenses.

- 4.1. Product Ownership.** Pearson VUE will be the sole owner of the Products, Product Marks, and any other goods, services, or materials provided by Pearson VUE under this Agreement. No title to, or ownership of, the Products, the Product Marks, or any other software, printed materials, processes, databases, or supporting documentation provided by Pearson VUE under this Agreement is transferred or sold by Pearson VUE to Company. Any changes or modifications to the Products or Product Marks suggested by Company are hereby assigned by Company to Pearson VUE, and Pearson VUE will own solely all rights, title, and interest in and to such changes or modifications.
- 4.2. Distributor Appointment.** Pearson VUE hereby appoints Company as a non-exclusive distributor of the Products, subject to the Territory and other limitations identified in any Exhibit A. Company shall i) distribute the Products directly to end users only; ii) not promote or distribute the Products outside of the Territory; and ii) not appoint any other company, entity, or person as a sub-distributor or agent for purposes of performing Company's obligations hereunder on Company's behalf.
- 4.3. License to Product Marks.** Pearson VUE hereby provides Company with a revocable, nonexclusive, nontransferable, nonsublicensable, and personal license to reproduce and display the Product Marks for purposes of distributing, marketing, and promoting the Product directly to potential end users in the Territory. Company agrees to use, in the advertisement and promotion of the Products, only those materials approved by Pearson VUE. Company will submit to Pearson VUE for prior approval samples of all printed and online marketing and promotional materials related to Company's marketing and selling of the Products under this Agreement. Pearson VUE will notify Company in

writing of its approval or disapproval. A particular advertisement or promotional material, once approved by Pearson VUE, will be deemed approved for all subsequent uses if the content and context are not altered.

- 4.4. Pearson VUE Reserved Rights. Notwithstanding anything in this Agreement, this Agreement does not limit Pearson VUE's right to sell or market the Products to customers directly or indirectly in the Territory. Pearson VUE expressly reserves the right to provide the Products or similar products to customers in the Territory, either directly or indirectly, through any channel of distribution without compensation of any kind to Company. Company understands that, once a customer registers an account with Pearson VUE, Pearson VUE may market directly to that customer.

5. **Confidentiality.**

- 5.1. 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, Company'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"). The terms of this Agreement, including all Exhibits hereto, shall be deemed Confidential Information.
- 5.2. 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 or any third party by virtue of this Agreement, other than as required to complete its obligations under this Agreement, 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 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 was independently developed without reference to the Disclosing Party's Confidential Information.
- 5.3. Return of Confidential Information. Within thirty (30) days following the expiration or termination of this Agreement, 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 not feasible to destroy or return any of Disclosing Party's Confidential Information then the terms of this Section shall apply so long as it is not feasible to destroy or return the Confidential Information.

- 5.4. Injunctive Relief. The parties recognize that the disclosure or use of Disclosing Party's Confidential Information by the Receiving Party in violation of this Section 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.
- 5.5. Protection of Pearson VUE Technology. Company shall not re-engineer, reverse engineer, or manipulate in any way, Pearson VUE technology without express prior written permission from Pearson VUE. Company 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 rights, title, and interest to Pearson VUE technology and any modification, enhancement, localization, or extension thereto. To the extent that Company may be deemed to have any ownership interest in or to the Pearson VUE technology, Company hereby assigns and transfers to Pearson VUE all such rights, title, and interest that Company may have in such materials. Company 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 Company 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 Company in this Agreement. Pearson VUE hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Pearson VUE technology. Company 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 Company's rights to the Pearson VUE technology without the prior written consent of Pearson VUE.
- 5.6. Security Breach. Company 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. Company will cooperate and provide reasonable assistance to Pearson VUE, at no charge, in the investigation of such breach or loss. Company 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.
- Company 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 Company's breach of, or loss of Confidential Information or Personal Information.
- 5.7. Security Requirements. Company 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 that 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, Company 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. Company 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. Company shall be responsible for and comply with those security laws, standards and security requirements that apply to their respective activities worldwide.
- 5.8. 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. Data Privacy Framework 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. Company agree that it will follow the principles of the EU-U.S. Data Privacy Framework and the Swiss-U.S. Data Privacy Framework principles to the extent applicable.

5.9. Security Audit. Company shall provide to Pearson VUE upon request a copy of Company's most recent independent security audit results.

6. Indemnification. Company shall fully defend, indemnify and hold harmless Pearson VUE and its directors, officers, employees, successors, agents, and assigns for any claims, demands, costs, and liabilities (including reasonable attorneys' fees) arising out of or in connection with (1) any representations or warranties concerning the Product made by Company to customers that are inconsistent with those provided by Pearson VUE; and (2) any violation of this Agreement by Company.

6.1. In the event a proceeding, claim, or demand is initiated that would invoke Company's indemnification obligations above, Pearson VUE will provide Company with written notice thereof within fifteen (15) calendar days following Pearson VUE's receipt of service for such a proceeding, claim, demand, or otherwise. Pearson VUE's failure to provide such notice will not invalidate a claim for indemnification, unless, and only to the extent that, such failure adversely and materially affects the settlement or defense of the claim to such indemnification.

6.2. Upon receipt of such notice, the Company shall, at its own expense, undertake the defense of such proceedings, claims, or demands through counsel of its choosing. Company shall have the right to enter into and conclude settlement negotiations, provided that no settlement will be made which imposes any material obligations on Pearson VUE (other than the payment of money), without the prior written consent of Pearson VUE. Pearson VUE shall be entitled to advance notice of any proposed settlement.

6.3. Pearson VUE shall be entitled, at its own expense, to participate in any such legal proceedings, or the negotiation and settlement thereof, through counsel of its choosing. Company shall give the authority, information, and assistance required by Pearson VUE to defend against any suit or proceeding.

7. Limited Warranty; Limited Remedies.

7.1. PEARSON VUE MAKES NO WARRANTIES CONCERNING THE PRODUCTS, PRODUCT MARKS, OR ANY OTHER GOODS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND PEARSON VUE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2. EXCEPT WITH RESPECT TO BREACHES OF SECTION 5 AND ANY INDEMNIFICATION OBLIGATIONS OWED UNDER SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE OTHER PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE.

7.3. REGARDLESS OF THE FORM OF ACTION, PEARSON VUE'S AGGREGATE LIABILITY IN ANY CALENDAR YEAR DURING THE TERM OR ANY RENEWAL TERM OF THIS AGREEMENT FOR COMPANY'S DAMAGES, CLAIMS, COSTS, SETTLEMENT AMOUNTS, AND/OR AWARDS WILL NOT EXCEED THE AVERAGE MONTHLY AMOUNT PAID TO PEARSON VUE BY COMPANY DURING THE PRECEDING CALENDAR YEAR.

8. Responsibilities of Company.

8.1. General Business Conduct. Company 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. Company shall not to engage in deceptive, misleading, or unethical conduct that is or might be detrimental to Pearson VUE or the Product.

- 8.2. Competition; Circumvention. During the term of this Agreement, and for eighteen (18) months after the termination or expiration of this Agreement, Company agrees that it will not develop, administer, sell or license products or services that compete with the Products. Company 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 Company.
- 8.3. Company Website. To fulfill its obligations hereunder, Company's website shall contain general information regarding the Products. Company's website shall also contain a clearly referenced and readily accessible link to the Pearson VUE website at www.pearsonvue.com, and the placement of such link on Company's website shall be as mutually agreed upon by the parties.
- 8.4. Training Finder. If applicable and as determined by Pearson VUE, Pearson VUE will maintain a locator function on its website that allows potential customers to search for Pearson VUE Authorized Training Providers near them ("Training Finder"). Company agrees that Pearson VUE may use and publish any Company contact information that Pearson VUE determines necessary for purposes of creating Company's profile on the Training Finder, such as Company's name, address, and contact information. Company understands that its information will be shown alongside other Pearson VUE distributors on the Training Finder and that Pearson VUE retains sole discretion in the look, feel, and style of the Training Finder, including Company's profile therein.
- 8.5. Company Personnel. All personnel of Company, including all employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for the acts and omissions of its personnel. Company 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, including, if applicable, the withholding and/or payment of all federal, state and local income, unemployment, social security, and other payroll taxes, workers' compensation payments, disability benefits, and other employment related matters.
- 8.6. Product Warranties by Company. The Company 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.
- 8.7. Active Promotion. Company agrees to consistently and diligently market and promote the Products within the Territory in a manner intended to grow Company's customer base for the Products.
- 8.8. Insurance. Company 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 (\$1,000,000.00) 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. Company 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) days notice prior to cancellation or non-renewal of Company's coverage. Company'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.

- 8.9. Audit. Company agrees to keep accurate books, accounts, and records. Pearson VUE shall be allowed reasonable access to Company's books, accounts, and records and shall have the right to audit such materials, at Pearson VUE's cost. Pearson VUE may use third-parties, such as external audit firms, to assist in any such audit. Company agrees to cooperate fully in any audit conducted hereunder.

9. **Orders, Prices, and Payments.**

- 9.1. Orders. Company 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 Company with the access codes or other means necessary for use of the Products.
- 9.2. Fees. Company will pay the Product Price identified in any Exhibit A for each purchase of Product. Company agrees to pay Pearson VUE for each Product ordered no later than thirty (30) days after receipt of an invoice from Pearson VUE. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law. All payments shall be in United States Dollars.
- 9.3. Disputes. If Company disputes any invoice rendered or amount paid, Company will so notify Pearson VUE within ten (10) calendar days after Company's receipt of the disputed invoice, and the parties will use their best efforts to resolve such dispute expeditiously. Provided that Company so notifies Pearson VUE of a disputed invoice, and there is a good faith basis for such dispute, the time for paying the portion of the invoice in dispute shall be as agreed upon between the parties from the date of resolution of the dispute.
- 9.4. 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. Company shall be responsible for the payment of any and all of its own income taxes and income tax withholding.
- 9.5. Retail Pricing. Although Pearson VUE will establish and provide to Company the recommended retail price of Products, Company is free to determine its own retail price for each Product without regard to Pearson VUE's recommended retail price.

10. **Miscellaneous.**

- 10.1. Notices.
- 10.1.1. 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.
- 10.1.2. 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.
- 10.2. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Pearson VUE relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith because of acts of state or governmental authorities, acts of terrorism, natural catastrophes, fires, storms, floods,

earthquakes, riots, insurrection, civil disturbance, sabotage, embargos, blockades, acts of war, acts of God, power failure, failure of Internet access or service communication line failures, or any other cause whatsoever beyond a party's control. In addition, Pearson VUE's failure to perform under this Agreement shall be excused if such failure to perform is due to Company's failure or delay to undertake actions or activities so that Pearson VUE is or would be prohibited from performing any material condition or activity contained in this Agreement. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

- 10.3. 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.
- 10.4. Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior express or implied, negotiations, proposals, bids, orders, communications and agreements. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, through a purchase order or otherwise, except by written amendment duly executed by the parties hereto. Company acknowledges that it has not been induced to enter into this Agreement by any representations or statements not found in this Agreement.
- 10.5. Assignment.** Neither party may assign this Agreement, or any part thereof, by operation of law or otherwise, without the prior written approval of the other party, which approval will not be unreasonably withheld, conditioned, or delayed. Company understands and agrees that Testing Centers may be owned and operated by Pearson VUE, by Pearson VUE affiliates, or by independent third parties under contract with Pearson VUE who may or may not use the Pearson VUE name and Trademarks in connection with their business.
- 10.6. 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 Sections 4.1, 4.4, 5, 6, 7, 10.1 and 10.8.
- 10.7. Independent Contractor.** Pearson VUE's relationship to Company is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.
- 10.8. Governing Law, Venue and Attorneys' Fees.** 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. Pearson VUE and Company 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. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable.
- 10.9. 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.
- 10.10. Headings.** The headings appearing in this Agreement have been inserted for the purposes of convenience and reference only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions herein.

- 10.11. Code of Conduct.** Company agrees it shall (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 Company'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 Company with a work environment free of coercion and harassment including harassment or discrimination based on race, religion, color, marital status, pregnancy, gender, or national origin.
- 10.12. Compliance with Laws.** Company will comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

IN WITNESS THEREOF, this Agreement has been signed and delivered by a duly authorized representative of each party as of the last date indicated after the signatures below.



NCS PEARSON, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1
IT SPECIALIST AUTHORIZED TRAINING PROVIDER PROGRAM

Pearson VUE, a business unit of NCS Pearson, Inc. ("Pearson VUE"), and [REDACTED] ("Company") have entered into this Exhibit A-1 ("Exhibit") dated as of the last date indicated after the signatures below. This Exhibit is governed by and incorporated by reference into the Achieve Distribution Agreement between Pearson VUE and Company (the "Agreement").

Capitalized terms not otherwise defined herein shall have the same meanings as those assigned to them in the Agreement.

1. **Territory.** Company is permitted to distribute the Products in the following Territory(ies): [REDACTED].
2. **Minimum Purchase Requirements.** Company agrees to purchase at least [REDACTED] Products from Pearson VUE per calendar year. Notwithstanding anything in the Agreement, if Company fails to meet the foregoing requirement, Pearson VUE shall have the right to terminate the Agreement with immediate effect upon notice to Company. If Pearson VUE terminates the Agreement pursuant to Section 3.3.2 of the Agreement, the Minimum Purchase Requirement will not apply to the calendar year in which termination occurs.
3. **Product Price.** Company will receive a [REDACTED] percent ([REDACTED]%) discount off of Pearson VUE's list price for all Products.
4. **Products.** The following Products are available for Company 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.
5. **General.**
 - 5.1. **Identification.** In all promotional materials approved by Pearson VUE for use by Company to market the Products, Company agrees to identify itself as a Pearson VUE IT Specialist Authorized Training Provider or as otherwise directed by Pearson VUE.
 - 5.2. **Instructor Requirements.** Company 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.

- 5.3. Evaluation Report. At the end of any class taught by Company concerning the Product, Company shall provide an evaluation form, acceptable to Pearson VUE, to its students to assess the quality of Company's class. Company will report the results of any completed evaluation form to Pearson VUE.

IN WITNESS THEREOF, this Exhibit has been signed and delivered by a duly authorized representative of each party as of the last date indicated after the signatures below.



NCS PEARSON, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____