Here is an overview of who Prometric is, from their website:

Prometric is a trusted test development and delivery provider to more than 400 organizations worldwide. On their behalf, we securely deliver an average of 10 million exams per year to people who are seeking to improve their lives. Whether by starting a new career, further developing their skills to improve on an existing one, adding to their qualifications for a promotion, taking school entrance exams or simply for professional development, people taking tests want a reliable, convenient and hassle-free experience. Prometric serves as an industry gatekeeper, ensuring that people legitimately earn the credentials they seek to achieve, and thereby guaranteeing a fair testing experience for all who come through our doors.

Prometric can benefit Palo Verde College in three ways:

First and foremost, it will give staff and faculty opportunities to advance their skills and enhance their work related knowledge and level of expertise in technology. This ranges from the IT staff wishing to stay ahead on new and emerging technologies, all the way down to clerical staff hoping to showcase their excel, access or word talents. This can help encourage a more efficient and technical work force.

Secondly, this can benefit our students. Students wishing to either pursue careers in technology, or showcase their talents in the office setting, will have opportunities to add on to their resumes and education. Also, our plan is to work closely with the Computer Information Systems department head to study the benefit of potentially integrating into curriculum as an optional exam at the end of the course.

Lastly, this is a benefit to the community. The nearest testing centers are located in Phoenix and in Riverside. This is an unreasonable distance to travel, especially as some certifications can entail as many as eight different tests. We can branch out from technical tests and pursue testing in all other areas. Either way, this can be a much needed community service that will help to further promote our great institution.

These benefits can be had by the district with absolutely no cost. We already have existing test center set up due to some of our other testing procedures and contracts. This will end up being a win for staff and faculty, students and the district.

DocuSign Envelope ID: 28629D8D-81FF-4FD3-851E-4FEAA51E691E

PROMETRIC

OPERATING AGREEMENT FOR AN AUTHORIZED PROMETRIC TESTING CENTER (APTC)

THIS OPERATING AGREEMENT (this "Agreement") is made by and between **Prometric Inc.**, with offices at 1501 South Clinton Street, Baltimore, Maryland 21224 ("Prometric") and Operator and is effective as of the date of acceptance by Prometric (the "Effective Date").

1.0 DEFINITIONS: The following definitions apply to this Agreement:

1.1 Authorized Prometric Testing Center (APTC or Test Center): The location where computer-based testing services are provided under the mark "Authorized Prometric Testing Center."

1.1.1 Public APTC: A Test Center listed on Prometric's website that is available to the general public to register and test.

1.1.2 Private APTC: A Test Center established by a business or university, usually on its premises or at a client site, solely for the purpose of delivering Tests to its employees or students. A Private APTC will not be listed on Prometric's website as an available Test Center to the general public.

1.1.3 Government APTC: Prometric defines a Government APTC as an APTC run by the U.S. State or Federal Government Agencies, Correctional Facilities, Domestic Military Installations or other facilities whose funding is provided by Local, State or Federal Governments. *Government APTCs do not receive compensation for Test delivery.*

1.1.4 Academic/University APTC: A Test Center established at a university, college, community college, or school district.

1.1.5 Multiple Site APTC: Operator will operate multiple APTCs under this Agreement and agrees to designate one location that will receive monthly compensation for all APTCs listed on Exhibit A. Each APTC will be eligible for the pricing and services contained in the Agreement and Exhibit B. Operator warrants that each APTC listed on Exhibit A is an Affiliate and that Operator will obligate each Affiliate to the terms of this Agreement. Operator further warrants that it has the authority to bind the Affiliate to the obligations and the ability to enforce compliance of the terms of the Agreement. An **Affiliate** is: i) wholly owned by Operator ; ii) a wholly owned subsidiary of Operator; or iii) a company or test center that Operator has the legal authority to bind to the terms and conditions of this Agreement.

1.1.6 Mobile APTC: A Test Center established at a temporary location. A Mobile APTC will not be listed on Prometric's website as an available Test Center to the general public. A Mobile APTC may also be referred to as a "Remote APTC".

1.2 APTC Services: The scheduling, delivery, and proctoring of any and all Tests offered and delivered to Candidates through the APTC, and the related activities incidental thereto as required by Prometric.

1.3 Candidate: Individual who applies for registration for a Test, and engages in taking a Test.

1.4 Manual: The most-current version of any documentation required for the operation of a Test Center available to Operator through the Prometric website which is incorporated herein by reference. The Manual shall be deemed Proprietary and Confidential Information in accordance with Section 9.0.

1.5 Testing System Software: The data communications, registration, scheduling, and testing systems and software that are proprietary to Prometric or licensed to Prometric on a non-restricted basis, and all changes, enhancements, improvements, modifications and upgrades thereto and derivative works therefrom including all the software and systems necessary to or used by Prometric to register Candidates, schedule a Test, check in a Candidate, administer a Test, process results, and communicate with the data center, Candidate Services Contact Center, Candidates, and Testing Clients.

1.6 Test/Tests: Examinations and other assessments owned or sponsored by Prometric or by Testing Clients, and are administered by computer at the APTC.

1.7 Test Center Administrator (TCA): An individual who has been trained to proctor Tests and to operate the Prometric hardware and software and has met all Test Center Administrator requirements.

1.8 Testing Client: An organization under contract with Prometric, who has agreed to offer one or more of its Tests through Operator.

2.0 LICENSE AND OWNERSHIP: Prometric grants Operator for the term of this Agreement a non-exclusive, non-transferable, limited license to use the Testing System Software for the sole purpose of operating an approved APTC. Operator acknowledges and agrees that Prometric and/or Testing Client hold all proprietary and ownership rights, including, but not limited to, copyright, trade secret and patent in the Testing System Software, materials, Test forms, Test questions, the Manual, and any other materials which were developed by or for Prometric and/or the Testing Client (collectively, the "Owned Technologies and Materials"). Any changes or modifications to the Prometric Testing System Software suggested or required by Operator are hereby assigned to Prometric, and Prometric shall own all rights, title, and interest, including

copyright, in such changes and modifications. Operator shall not make changes, modifications, create derivative works from, decompile, create source code from, reverse engineer, disassemble, sell, transfer, disclose, display, license or otherwise make available to any party the Testing System Software or the Owned Technologies and Materials.

Operator acknowledges that registered trademarks, trade names and logos (i.e., the "Marks") of Prometric and Testing Clients are the property of the registered owners thereof, and Operator shall have no interest or ownership rights therein. Operator agrees that any and all goodwill associated with the Marks shall inure directly and exclusively to the benefit of the owner of the Marks. Operator agrees not to use any Marks except as expressly directed or approved by Prometric.

3.0 TERM AND RENEWAL: This Agreement shall commence on the Effective Date and shall continue until termination by either Party at anytime upon thirty (30) days advance written notice to the other party.

4.0 PROMETRIC OBLIGATIONS: Prometric shall provide to Operator all Testing System Software necessary to offer and deliver APTC Services. Prometric will establish and maintain a program for training and certifying the Test Center Owner(s) and/or management staff and TCAs in providing APTC Services.

5.0 OPERATOR'S RESPONSIBILITIES: (Failure to adhere to these policies may result in suspension or termination of this Agreement.)

5.1 Operational Requirements: Operator shall, at its expense, comply with the APTC facilities and equipment requirements in accordance with the requirements set forth on the Prometric website and in the Manual.

5.2 Data Privacy: Operator agrees that it will only use Candidate data obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this Agreement. Operator agrees to abide by the terms and conditions of the Prometric Data Privacy Policy and the Personal Information Security Addendum as set forth in the Manual.

5.3 Facility: Operator agrees to provide, at its own expense, an APTC suitable for secure testing purposes, as specified by Prometric in the Manual. In the United States, the APTC shall conform to the standards set forth in the "Americans with Disabilities Act of 1991", where applicable. Outside of the United States, to the APTC shall conform to any local laws or regulations applicable to the location of the APTC, which address access by and accommodation of disabled persons. Operator agrees to abide by Prometric's policy regarding compliance with US foreign policy and regulations published by the Office of Foreign Assets (OFAC) as specified on Prometric's website at www.prometric.com/aptc.

5.4 Staff Requirements: Operator agrees to be certified as a TCA and to require all Test Center staff who will manage and/or perform check-in, proctoring and Test administration services to be certified by Prometric as a TCA. Operator shall, at its expense, adhere to the APTC Test Center staffing requirements as detailed on Prometric's website. TCAs are required to re-certify on an annual basis.

5.5 Troubleshooting Assistance: Operator shall, at its expense, purchase a cordless phone/headset that permits hands-free conversation between Operator's staff and Prometric during troubleshooting activities. Also, Operator agrees to allow Prometric access its workstations via a no cost, web-based tool (WebEx) that allows Prometric Helpdesk technicians remote access to the workstations.

5.6 Breach of Security: Operator agrees to notify Prometric of any breach of security, any attempted cheating, any flaw in the physical or software security systems or any other security breach that it is or becomes aware of as set forth in the Manual.

5.7 Relocation of APTC: Operator will not relocate the Test Center without Prometric's prior written approval.

5.8 Transmission of Data: Operator will, in conformance with the Manual, transmit back to Prometric all Candidate data files, supervisor reports and other Test-related files, and an accounting of fees received by Operator. Within twenty-four (24) hours of the completion of the Test, Operator must transmit all Test related data to Prometric.

5.9 Candidate Fee Collection: Candidate fees may be collected by Operator and paid directly to Prometric or the bank account designated by Prometric. If Operator collects the fees, Operator will also be responsible for collecting required payment information from Candidate necessary for processing fee collection and timely transmitting such payment information electronically to Prometric. Operator will also be responsible for collecting and paying the appropriate tax authority any local sales tax, Value Added Tax (VAT) or other transactional taxes where applicable. In the event any withholding tax or similar income tax is required to be collected on payments to Prometric of Candidate Fees, then Operator shall "gross up" the Candidate Fees by an amount necessary to pay such tax and transmit the total Candidate Fee to Prometric. If a tax treaty rate applies to withholding tax, Operator must request the appropriate certificate from Prometric in a timely fashion and apply the relevant treaty rate. Operator shall be solely responsible for paying all such withholding taxes. Operator understands and agrees that it will only collect those fees equal to the then current price of the Test or other Test related services. Except for taxes and gross up for withholding taxes, no additional fees of any kind may be collected from any Candidate as related to the scheduling of Tests, delivery of Tests, vouchers, or any services performed by Operator pursuant to this Agreement unless authorized in writing by Prometric.

5.10 Insurance: During the term of this Agreement and except as otherwise provided by applicable law, Operator will maintain a Commercial Liability Insurance policy in such amounts as are customary and reasonable in the jurisdiction of the location of the Test Center. Notwithstanding the foregoing, Operator shall make commercially reasonable efforts to obtain a policy with a combined limit of US$1,000,000.00 for each occurrence and provide a certificate, detailing Prometric as additional insured, upon the submission of this Agreement.

Should Operator be a government-owned Academic/University APTC that is self-insured or prohibited by jurisdictional law to provide liability insurance coverage, then the provision in Par. 1 of this section is deemed waived *provided* the Operator supplies Prometric with a statement as to its self-insurance or prohibition to provide such coverage and attaches the statement to this Agreement in lieu of a document evidencing liability insurance coverage.

6.0 CONFLICT OF INTEREST: Operator agrees, and shall require each APTC staff member administering the Tests to acknowledge and/or sign an agreement provided by Prometric stating that they agree to be bound by the following restrictions: (i) shall not take a Test covered by this Agreement for such period of time, as specified by the Testing Client, following their last involvement in any aspect of the administration of such Test; (ii) shall not handle materials for or administer a Test where the Test is to be taken by either a household or immediate family member; or (iii) shall not currently hold any IT certification, have taken any IT certification classes within the past two (2) years or pursue any IT certification while employed as a TCA.

7.0 PRICING OF SERVICES: Prices for Tests are set by Testing Clients. In those circumstances where Operator is required to collect fees as part of the APTC Services, Operator shall collect only those fees specified by the Testing Client, except for taxes as set forth in Section 5.9. Operator shall not require any additional charges from the Candidates for the services provided pursuant to this Agreement.

8.0 OPERATOR BENEFITS:

8.1 Test Site Compensation: Prometric shall provide to Operator compensation in accordance with the tiered schedule below and Exhibit B. The compensation per Test is quoted in US Dollar and payment will be made in US Dollar. Except as otherwise prohibited by applicable law, Prometric reserves the right to offset any compensation owed to Operator at any time.

Quarterly Test Volume per Site	Compensation Per Test (USD$)
0-44	$0.00
45-299	$5.00
300+	$15.00

8.2 Distribution of Compensation: Prometric will pay Operator its compensation earned in a given calendar month by the 20th day of the month immediately following the end of the calendar month. (Certain exceptions for timing of payment may apply to international regions.) Operator may elect to receive payment by automatic deposit/electronic funds transfer (EFT). If EFT is elected, Prometric will provide Operator by the 20th of the month a statement detailing the compensation paid. Prometric may deduct an administrative fee of US$50.00 per month against Operators who choose not to use EFT from the monthly compensation.

8.3 All Operators will be invoiced on a monthly basis for Candidate Fees collected or Prometric services rendered to Operator during the prior month. The invoice will be netted against any fees owed to the Operator. The payment terms will be Net 30 days with a late payment penalty of US$15.00 per month, and any additional Operator related fees owed Prometric will be assessed an additional US$15.00 per US$1,000.00 owed. Payment to Operator will be made when US$400.00 is due or after six (6) months of activity.

For Government APTCs only, Prometric shall not provide any compensation to Operator for Test delivery. For Academic/University APTCs and Government APTCs, the EFT fees and late payment penalties shall not apply.

9.0 CONFIDENTIALITY AND SECURITY: Operator acknowledges and agrees that certain Prometric and Testing Client proprietary and confidential information, including without limitation Owned Technologies and Materials (collectively, "Confidential Information") shall be disclosed to Operator and its employees of the APTC. Operator agrees that it will not disclose Confidential Information to any third party and only to employees of APTC with a need to know. Confidential Information shall always be stored in a secure, locked location. Operator agrees that it will use Confidential Information for the sole purpose of performing APTC Services. In the event that Operator receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, Operator shall provide Prometric prompt notice of such receipt, providing Prometric reasonable opportunity to intervene in the proceeding before the time Operator is required to comply with the subpoena or other process.

10.0 PROMETRIC'S RIGHT TO AUDIT:

10.1 Technical Audits: Prometric and each Testing Client reserve the right to send observers, including independent investigators acting as Candidates to the APTC to observe/monitor operations during APTC staff training sessions, administration of Tests, and pre- and post-testing periods, and to verify APTC security procedures.
10.2 Financial Audit: Prometric and each Testing Client with Prometric's authorization shall have the right during the APTC's normal business hours to perform financial audits of the Operator's financial records related to APTC Services. **NOT APPLICABLE TO GOVERNMENT APTCs.**
10.3 Third Party Beneficiary: Operator acknowledges each Testing Client is a third party beneficiary of this Agreement and has a vested interest in assuring that all obligations of Operator under this Agreement are being satisfactorily performed.

11.0 DEFAULT AND TERMINATION: This Agreement may be terminated immediately by Prometric if Operator breaches this Agreement or any of the requirements of the Manual.

12.0 SUSPENSION OR DISCONTINUATION OF TESTING SERVICES: Operator acknowledges that either Prometric or the Testing Clients may withdraw, suspend, or discontinue the use of their Tests at any time, with or without cause, and without any prior written notice. If as a result of an occurrence beyond the control of Operator, such as an act of God, act or failure to act by a third party, weather, riot, civil commotion, terrorism, intervention of public authorities, work stoppage, interruption of utility service, or any other comparable event (an "Extraordinary Event"), Operator is temporarily unable to perform, in whole or in part, any of the APTC Services, Operator's obligation to perform or comply with this Agreement shall be correspondingly suspended or delayed so long as the Extraordinary Event shall exist.

13.0 HOLD HARMLESS PROVISION: Operator agrees to indemnify, defend and hold Prometric and Testing Clients and their agents harmless from and against any and all loss, damage, liability, and expense (including reasonable attorneys' fees and costs) arising out of any third party claim, actions, or proceeding based directly or indirectly on the operation by Operator, or its agents or employees, of the equipment or facilities, the administration of the APTC Services, the breach of Operator's obligations hereunder, the failure of Operator to protect the security of the items, item banks, or the Owned Technologies and Materials or any other claim based directly or indirectly on Operator's performance or non-performance of its obligations under this Agreement, or Operator's failure to comply with any applicable laws or regulations in its operation of the Test Center.

14.0 GENERAL:

14.1 Assignment: Prometric may assign this Agreement without the consent or approval of Operator. Operator shall not, without prior written consent from Prometric, sell, assign, transfer or convey this Agreement or any rights or interest hereunder.
14.2 Limitation Of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE OTHER PARTY'S DIRECT DAMAGES, AND COSTS.
14.3 Notices: Unless otherwise provided herein, any notice required or permitted by this Agreement shall be in writing, addressed at the address given on the signature page at the end of this Agreement, or to such other address as the party by notice informs the other, and shall be mailed by first-class mail, if not hand delivered or transmitted via facsimile, and shall be effective on the sooner of actual receipt or three (3) days after mailing. Any notice required or permitted by this Agreement shall be in writing addressed as follows: Vice President, North America Channel Management, 1501 South Clinton Street, Baltimore, Maryland 21224, cc: General Counsel.
14.4 Modification: Neither Prometric nor Operator may modify this Agreement except by an instrument in writing signed by Prometric and Operator.
14.5 Entire Agreement: Operator acknowledges that this instrument and all attachments hereto constitute the entire Agreement of the parties as to the matter hereof. This Agreement terminates and supersedes any prior Agreement between the Parties concerning same subject matter.
14.6 Relationship of the Parties: Operator agrees that it will perform as an independent contractor and not an employee or agent of Prometric or any Testing Client. The parties acknowledge and agree that the arrangements embodied in this Agreement do not constitute a franchise.
14.7 Jurisdiction and Venue: The parties agree that this Agreement shall be interpreted and enforced according to the laws of the State of Maryland, except as to those provisions of this Agreement that may not be enforceable under the laws of

said state; in which event, that provisions(s) shall be interpreted and enforced according to the laws of the state in which the authorized locations herein lie.

14.8 Survival of Certain Terms: It is mutually agreed that these sections 2.0, 9.0, 10.0, and 13.0 shall survive any termination/expiration of this Agreement.

14.9 Electronic and Fax Signatures. Electronic and facsimile signatures of the Agreement shall be binding as originals. Unless required by applicable law, no originals of this Agreement shall be provided to Operator.

Remainder of page intentionally blank