Pearson VUE Authorized Center Agreement

PVTC Academic Amendment

Site ID _____
(Pearson VUE will fill in this blank)

Site Name San Leandro Unified

Company Name San Leandro Unified School District
Street Address 835 East 14th Street
City San Leandro State CA Country USA Postal Code 94577

Amendment to Pearson VUE Authorized Center Agreement ("Agreement") as executed between the parties ("PVTC Academic Amendment"). If there is a conflict between the Agreement and/or the Guides and/or PVTC Academic Amendment, PVTC Academic Amendment will supersede respectively. Company and Pearson VUE agree that the Agreement is amended as follows:

GENERAL TERMS AND CONDITIONS

1. Section 6 entitled "Insurance Coverage" is deleted in its entirety and replaced with the following:

   "**6. Insurance Coverage**
   Company is self-insured and Pearson VUE understands that Company participates in a formal self-insurance program to fund the potential legal liability associated with those exposures that may otherwise be covered by Commercial General Liability Insurance."

2. Section 10 entitled "General Provisions", Subsection (b) is deleted in its entirety and replaced with the following:

   "**(b)** This Agreement will be governed by and construed and enforced in accordance with the laws of the state of where PVTC is located in the United States. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the court may modify such provision to make it valid, legal, and enforceable. All remaining provisions of this Agreement shall remain in full force and effect."

3. Section 10 entitled "General Provisions", Subsection (g) is deleted in its entirety and replaced with the following:

   "**(g)** Company warrants:
   (i) that its performance under this Agreement will not compromise any relationships or create a conflict of interest for Company, nor, to the best of Company's knowledge and belief, for Pearson VUE or any other party. Company will notify Pearson VUE of any potential conflicts of interest;
   (ii) that its Services under this Agreement will be performed in accordance with all applicable United States federal, state, and local laws and regulations, and with all applicable laws and regulations in the country where the PVTC is located;
   (iii) 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 the Company, its employees, agents and subcontractors (and all contractors of the Company) 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 a proper 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; and (f) provide employees and any contracted individuals engaged by

a party with a work environment free of coercion and harassment. (These laws include, but are not limited to, laws governing international business, trade embargoes, boycotts, import and export administration, housing and health, processing or transmission of personal data, laws guaranteeing nondiscrimination against persons based on sex, race, creed, physical disability or other protected category.); and

(iv) that all software used in performing its obligations under this Agreement will have been legally obtained from legitimate sources."

4. Section 10 entitled "General Provisions", Subsection (h) is deleted in its entirety and replaced with the following language:

"**(h)** This provision shall not be construed to limit Company's rights, claims or defense which arise as a matter of law pursuant to any provisions of this Agreement, including but not limited to any claim or defense to the fullest extent permissible by law, Company will indemnify, defend and hold Pearson VUE harmless against, all claims or demands of any nature brought by others against Pearson VUE, (including, but not limited to, reimbursement of reasonable costs incurred by Candidates scheduled but unable to take a Test), unless and to the extent the failure to test is due to the fault of Pearson VUE, the Candidate, the Sponsor or Force Majeure, which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this Agreement."

5. Section 10 entitled "General Provisions", Subsection (i) is deleted in its entirety and replaced with the following language:

"**(i)** This provision shall not be construed to limit Company's rights, claims or defense which arise as a matter of law pursuant to any provisions of this Agreement, including but not limited to any claim or defense to the fullest extent permissible by law, Company will indemnify, defend and hold Pearson VUE harmless against any liability for injury or damage caused by Company to persons or property during the performance of this Agreement and all claims of loss or damage arising from Company's or Candidate's use of the PVTC. Neither the existence of, nor the assent of Pearson VUE to, the types or limits of insurance carried by Company will be considered a waiver or release of Company's liability or responsibility under this Agreement."

6. Section 10 entitled "General Provisions", Subsection (n) is deleted in its entirety.

SOFTWARE LICENSE

1. Section 6 entitled "Termination" is deleted in its entirety and replaced with the following:

"**6. TERMINATION**

If Company attempts to sell, remove, duplicate without authorization, transfer, encumber, part with possession of, or sublet the Software, or any portion thereof, or any modification or version thereof; or upon discontinuance of the use of the Software by Company, the Software License granted by this Agreement shall terminate automatically and all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be immediately returned to Pearson VUE at Company's sole cost and expense. Upon termination for any reason by either party, and within ten days of such termination, all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be returned to Pearson VUE by Company without delay by delivering all such items to Pearson VUE's place of business, complete and in good order and condition."

2. Section 7 entitled "Liability" is deleted in its entirety and replaced with the following:

"**7. LIABILITY**

Company, having possession of and control over the Software, shall be responsible for its use, operation, storage, management and safety. Consequently, except to the extent that damage or injury

is caused by Pearson VUE's negligence or the intentional misconduct of Pearson VUE's employees, Company assumes the risk and sole responsibility for damage or injury to equipment, Software, personal property or to third parties caused by Company's use or possession of the Software, and Company shall be obligated to protect itself against any such occurrences, including claims by Company's employees or any other persons or organizations with which Company does business, all at Company's sole cost and expense."

3. Section 8 entitled "Pearson VUE Remedies" is deleted in its entirety and replaced with the following:

"**8. PEARSON VUE REMEDIES**

It will be a default and breach of the Agreement if Company fails to perform any of its obligations under this Software License, or if Company becomes insolvent or makes any assignment for the benefit of its creditors, or if any proceeding under the bankruptcy laws or comparable statute is commenced by or against Company, or a writ of attachment or execution is levied on any item of the Software and such proceeding is not terminated or such writ is not satisfied or released within 15 days after attachment of levy. On Company's default, Pearson VUE at its sole option may require Company to return any or all copies of the Software and documentation (in any medium and including summaries, notes and the like) or pursue any other remedy at law or in equity. Any taking of possession of the Software shall not release Company from any of its obligations hereunder unless Pearson VUE, or its assignee, notifies Company in writing. If it is necessary for Pearson VUE to enforce this Software License or any of its terms, Company shall pay all costs related to such enforcement."

EXHIBIT A

1. Section 2 entitled "Commercial General Liability Insurance Limit" is deleted in its entirety.

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement and Guides will remain in full force and effect.

Company	**NCS Pearson, Inc.**
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____