Pearson VUE Authorized Center Agreement

Exhibit A - Payment Schedule

Site Name San Leandro Unified School District
Site ID _____

All other Exhibit As, if there are any, are deleted in their entirety and replaced with this Exhibit A effective as of the date signed by Pearson VUE.

This Exhibit A – Payment Schedule is governed by and incorporated by reference into the Pearson VUE Authorized Center Agreement ("Agreement") as executed between Company and NCS Pearson, Inc. ("Pearson VUE").

1. PAYMENTS

a. Payments

Pearson VUE will pay Company the following Delivery and Registration fees per PVTC in accordance with the table shown below. All currency amounts listed in this Exhibit A are in United States Dollars ("USD") unless otherwise specified.

i. Monthly Volume Fees

Monthly Test Delivery Volume	Delivery Fee Per Test Delivered	Registration Fee Per Test Registered by PVTC
1 through 15 Tests	No fee paid*	No fee paid
16 through 75 Tests	$ 5.00	$7.00
76 through 500 Tests	$ 7.00	$7.00
501+ Tests	$13.00	$7.00

* A fee will be paid for the first 15 Tests in a month if the monthly volume for that month is 16 or more Tests.

For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Delivery and Registration Fees.

Pearson VUE will **NOT** pay Company Registration and Delivery Fees for Monthly Volume Tests: (i) cancelled on or before the day for which the Test was scheduled; (ii) at private and/or mobile as designated in Pearson VUE's sole discretion; **OR** (iii) for any integrity shop or audit of PVTC.

ii. Hourly Test Fees

Notwithstanding anything else herein, for Tests that are designated solely by Pearson VUE as receiving per hour compensation, Pearson VUE shall pay Company $5.00 per hour for such Hourly Compensation Tests. For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Delivery Fees. Pearson VUE pays Company $5.00 per hour in quarter hour increments, which is rounded to the nearest quarter hour.

Pearson VUE will **NOT** pay Company Hourly Test Fees for Tests: (i) cancelled on or before the day for which the Test was scheduled; (ii) at private and/or mobile as designated in Pearson VUE's sole discretion; **OR** (iii) for any integrity shop or audit of PVTC.

iii. GED Test Fees

Notwithstanding anything else herein, for Tests that are designated solely by Pearson VUE as delivered on behalf of GED Testing Service LLC ("GED") Company's **ONLY** compensation for GED Test delivery will be $5.00 per hour for each GED Test delivered. For GED Tests **ONLY** For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled

to be taken, Pearson VUE will pay Company 100% of the Delivery. Pearson VUE pays Company $5.00 per hour in quarter hour increments, which is rounded to the nearest quarter hour.

Pearson VUE will **NOT** pay Company for GED Test Fees for Tests: (i) cancelled on or before the day for which the Test was scheduled; **OR** (ii) for any integrity shop or audit of PVTC. Pearson VUE **WILL NOT** pay Company or PVTC for any Monthly Volume Fees for Registration for any GED Test. GED Tests delivered **WILL NOT** count towards Company's delivery of Monthly Volume delineated in the table above.

iv. GEDTS Practice Test Fees

Notwithstanding anything else herein, GED Testing Service has practice and/or diagnostic tests for training, preparation, exercise, rehearsal and other purposes which include but are not limited to the GED Ready™, the Official Practice Test of the GED® test ("GED Practice Test(s)"). The GED Practice Tests do not qualify for compensation or credit or any kind and Company acknowledges that no compensation or credit will be paid for delivery of the GED Practice Tests. For clarity, Pearson VUE **WILL NOT** compensate Company for delivery of any GEDTS Practice Tests. Pearson VUE **WILL NOT** pay Company for GEDTS Practice Test Fees for Tests: (i) cancelled on or before the day for which the Test was scheduled; (ii) delivered at private and/or mobile Test center as designated in Pearson VUE's sole discretion; (iii) for any integrity shop or audit of PVTC; **OR** (iv) that is a GEDTS Practice Test. Pearson VUE **WILL NOT** pay Company or PVTC for any Monthly Volume Fees for Registration Fees for **ANY** GEDTS or GEDTS Practice Test and Tests **WILL NOT** count towards Company's delivery of Monthly Volume delineated in the table above.

For clarity, Company's sole fee compensation for Tests delivered shall be one of the following: (i) Monthly Volume in the table above for all Tests; (ii) per hour fee for Hourly Test Fees designated solely by Pearson VUE; OR (iii) GED Test Fees.

b. Payment of Fees by Pearson VUE to Company

Tests will be accounted for based on the number of Candidate records received for scheduled Tests in the Pearson VUE database. Pearson VUE will make commercially reasonable efforts to pay Test delivery and Candidate registration fees to Company in accordance with this Exhibit A within 30 days following the end of the month in which the corresponding Test was administered. Payment is subject to prompt reporting of Candidate records by Company to Pearson VUE in accordance with the Guide. Test registration fees are earned by Company only for a Test that is administered and for which Company initially registers the Candidate on the Pearson VUE registration system running at the PVTC.

c. Payments by Company to Pearson VUE

If Company owes any payment to Pearson VUE in connection with, or pursuant to, this Agreement, Company agrees to pay Pearson VUE, in full, within 30 days of the invoice date ("Invoice Expiration Date"), any amounts invoiced by Pearson VUE. In addition, Company agrees to pay, at its own expense, any banking transaction fees (such as wire transfer fees which Company shall pay in advance, and non-sufficient fund fees), including those fees charged by any intermediate banks or financial institutions involved in the process of Pearson VUE receiving payment. At its sole discretion, Pearson VUE may charge Company the lesser of $30 USD or the maximum amount allowed by applicable law if any payment by check, draft or other instrument is not honored by the financial institution upon which it is drawn. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE will have the right, to the extent permitted by applicable law, to charge an interest fee of 1.5% per month (18% APR), or the highest interest rate permitted by applicable law, calculated as of the Invoice Expiration Date. If Company does not pay the invoiced amount before the Invoice Expiration Date, Pearson VUE may take all steps it deems necessary, subject to applicable law, to collect the outstanding amount without prior notice of default. Company shall be liable to Pearson VUE for all expenses related to collection. Company shall not offset any amount invoiced by Pearson VUE against any amount that is, or may be, payable by Pearson VUE to Company under this Agreement without Pearson VUE's prior written approval. Company understands that failure to make payment within 90 days of Pearson VUE's invoice date shall constitute a breach of this Agreement. In the event that Company fails to pay any amounts owed to

Pearson VUE by the due date, Pearson VUE may deduct such amount prior to sending Company payment for Test delivery and Candidate registration fees in Subsection (a) above.

Exhibit A is subject to modification by Pearson VUE from time to time in its sole discretion, but no reduction in fees will be implemented on less than 45 days prior written notice to Company.

Except as explicitly amended by this Exhibit A, all terms and conditions of the Agreement, as amended, remain unchanged and fully enforceable to the extent permitted under applicable laws.

Company

Signature _____

Print Name _____

Title _____

Date _____

Email address _____

NCS Pearson, Inc.

Signature _____

Print Name _____

Title _____

Date _____

Proprietary and Confidential
Pearson VUE • Attn: Channel Sales