

**PSI SERVICES LLC
TESTING CENTER AGREEMENT**

This Testing Center Agreement (this “**Agreement**”) is entered into and effective as of December 12, 2022, by and between PSI Services LLC, a Delaware limited liability company located at 611 N. Brand Blvd., 10th Floor, Glendale, CA 91203 (“**PSI**”), and Mid-America Technology Center a Public School located at 27438 State Highway 59 Wayne, OK 73095 (the “**Provider**”).

BACKGROUND

PSI provides examination delivery and online testing services to clients who sponsor examinations (“**Sponsors**”). PSI desires to obtain certain services of Provider in order to operate a Testing Center for the provision of computer-based testing services to Sponsors in accordance with the terms, conditions and covenants set forth in this Agreement. Accordingly, in consideration of the premises and the mutual covenants and undertakings hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS

These definitions apply to this Agreement:

- A. **Candidate** – Individual who seeks to register for, registers for and/or takes a Test.
- B. **Candidate Fee** – The total fees charged for a Candidate to register for and take a Test.
- C. **Item Bank** – A pool or group of questions from which a Test may be constructed.
- D. **Documentation** – Any documentation, made available by PSI or a Sponsor, setting forth requirements for Provider and specifications for the Services, including with respect to facilities and operations, testing policies and procedures, security, access and similar information.
- E. **Proprietary Testing System** – A PSI and/or Sponsor system for computer-based testing, which includes one or more of the following components: Test Engine, written materials, Test Station(s) (including software), Test(s) and Item Bank(s).
- F. **Proprietary Materials** – All Tests, software, manuals and other materials provided or made available to Provider by or on behalf of PSI or Sponsor, including without limitation the Proprietary Testing System and all other software used to create, publish, deliver, administer, score or report a Test, including answer keys, Item Banks, Candidate personal information, Test results, and Documentation and other internal procedures for the secure administration of Tests.
- G. **Test Center Supervisor** – A Test Center Supervisor, who is the Test employee appointed by Provider to lead and serve as an administrative liaison with PSI with respect to Provider's performance of the day-to-day operations of the Testing Center.
- H. **Service Fee** – The fee payable to Provider for performing the Services.

- I. **Services** – The tasks to be performed by Provider pursuant to this Agreement, which may include operating a Testing Center, delivery of computer-based testing services and administering Tests, and such other tasks relating to the delivery, proctoring and administration of Tests for PSI and its Sponsors as are described in this Agreement.
- J. **Support** – The general and technical assistance made available to Provider by PSI pursuant to Exhibit C.
- K. **Test** – A set of instructions and questions, problems, and/or procedures for assessment, including related scoring keys and analyses that are provided by PSI or a Sponsor. Each Test may consist of one or more “**Test Forms**,” each of which may include dissimilar elements and/or configurations of any of the foregoing, including different questions the same questions presented in a different order.
- L. **Test Engine** – Local software or internet-based service used to deliver, administer, score and report Tests.
- M. **Test Center Administrator** – A Provider employee person appointed by Provider to monitor the administration of one or more Tests.
- N. **Test Station** – A computer workstation at the Testing Center, meeting the hardware and software specifications provided by PSI, used to administer Tests to Candidates.
- O. **Testing Area** – The physical space within a Testing Center, conforming to the requirements of Exhibit A and any applicable Documentation, where Tests are administered to Candidates.
- P. **Testing Center** – The facilities set forth on Exhibit D at which Provider will provide the Services.

2. TESTING SERVICES

Provider shall perform the Services set forth on Exhibit A and Exhibit B during the term of this Agreement. Nothing herein shall guarantee that Provider will administer a minimum number of Tests under this Agreement. Any estimates of testing volumes provided by PSI to Provider are solely speculative and shall not be binding on PSI. Provider understands that this Agreement sets forth general requirements for operating a Testing Center, and that particular Tests and Sponsors may impose additional requirements in Documentation or other materials provided to Provider, all of which are subject to change from time to time. In performing the Services hereunder, Provider shall comply with all such requirements at its own cost. Provider will only be permitted to administer Tests for which it meets all then-current requirements.

3. FEES

- A. The Service Fees shall be earned by, and payable to, Provider only for Tests actually administered in accordance with this Agreement, which shall include Tests for qualifying "no show" Candidates subject to the modified rates set forth herein and are subject to change from time to time upon notice from PSI.
- B. Candidate Fees, including, but not limited to, the form and amount of any third-party discounts, shall be determined and may be modified by PSI from time to time in its sole discretion.

4. PAYMENT PROCEDURES

- A. PSI will calculate Service Fees monthly in arrears based on the number of Tests administered by Provider (including payments due for no-shows) and other applicable metrics.
- B. If amounts are due to Provider for any month, PSI shall make payment to Provider within forty-five (45) days of the last day of such month. PSI reserves the right to deduct any amounts that Provider may owe to PSI from any amounts owed by PSI to Provider at any time.
- C. Provider shall be responsible to pay, or to reimburse PSI if PSI is required to pay, any Federal, state, or local taxes levied on any fees or other amounts paid by PSI to Provider under this Agreement which are the responsibility, under applicable law, of Provider.

5. OPERATING COMPLIANCE

Provider shall, and shall ensure that its Test Center Administrators, Test Center Supervisors and other employees, comply with all PSI's operating procedures and facility requirements as set forth in this Agreement, including all applicable Exhibits and Documentation, and all requirements of federal, state and local laws, regulations, rules and orders with respect to the conduct of its business and the performance of its obligations hereunder, in each case as amended, modified or superseded ("Applicable Laws"). In the event that Provider is found to have violated such procedures or requirements, PSI may, in its sole discretion and in addition to its other rights under this Agreement, at law or in equity, require any one of more of the following: (i) require retraining of Testing Center personnel at Provider's expense; and/or (ii) suspend Provider's ability to administer Tests.

6. CONFIDENTIALITY/SECURITY/OWNERSHIP

- A. Provider will at all times protect the confidentiality of all Proprietary Materials. In particular, Provider agrees to ensure the confidentiality of the Tests' contents, and prevent any form of copying, and any attempts to access Item Banks, whether for personal gain otherwise. Provider acknowledges and agrees that the Proprietary Materials and other materials related to PSI's or its Sponsors' standard, requirements and testing are highly confidential, and that Provider shall not disclose such information to any third party except solely as necessary to perform its obligations hereunder and upon prior written approval of PSI. Provider shall follow all procedures contained in applicable Documentation and shall institute within thirty (30) days and maintain during the term of this Agreement, any reasonable security procedures that PSI and/or the Sponsor may request from time to time. Provider agrees to notify PSI of any breach, or suspected breach, of or flaw, or suspected flaw, in the physical or software security system. Such notice shall be given to PSI via a telephone call immediately upon discovery and confirmed in writing the next business day. Provider acknowledges and agrees that information and data identifying or describing Candidates, Candidates' scores and performance or participation in Tests, and other information relating to Candidates is private, confidential and personal information of each Candidate. Upon discovery, Provider shall use its best efforts to mitigate any damage or harm caused by or arising from such breach, or suspected breach, of or flaw, or suspected flaw, in security and shall immediately take action to terminate such breach and correct such flaw. Provider also agrees that it will not use Candidate names or personal information obtained through Test registration or administration services in any mailing or marketing related activities, or use, provide or sell such information for any other purpose

without PSI's prior written approval. Provider agrees to promptly return all Proprietary Materials and other confidential information of PSI at any time upon request of PSI.

- B. All software provided by PSI is owned or licensed by PSI and is provided to Provider pursuant to a limited, conditional, non-exclusive, revocable, personal, non-transferable license for use exclusively in the performance of Provider's responsibilities under this Agreement and only at Providers locations set forth in Exhibit D. Provider acknowledges and agrees that PSI and/or the applicable Sponsor shall retain and hold all proprietary and ownership rights, including, but not limited to, copyright, trade secrets, patents and other intellectual property rights, in the Proprietary Materials, and any other information or materials provided to Provider at any time by PSI or the Sponsor (collectively, the "**Owned Technologies and Materials**"). Provider agrees that it will not reproduce, modify, distribute, disclose or create derivative works based upon any of the Owned Technologies and Materials. Provider also agrees that it will not (i) reverse-engineer, decompile, disassemble or in any way attempt to create source code from any software contained in the Owned Technologies and Materials, (ii) use any Owned Technologies and Materials except in the performance of Provider's responsibilities under this Agreement, (iii) sublicense, rent, lease, lend, sell, distribute or otherwise make available any of the Owned Technologies and Materials to any person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud or other technology service; (iv) bypass or breach any security device or protection used with the Owned Technologies and Materials; or (v) remove, delete, alter or obscure any trademarks, copyrights or other intellectual property or proprietary rights notices or any warranties or disclaimers from the Owned Technologies and Materials.
- C. Provider shall ensure that any other software installed on the Test Station shall not impair, interfere with or adversely affect the operation of the Proprietary Testing System, or its security thereof, and shall promptly notify PSI in the event of any such impairment, interference or adverse effect. Provider shall not combine the Proprietary Testing System with any other software not specified in the documentation accompanying the Proprietary Testing System or otherwise approved in writing by PSI or Sponsor.
- D. Provider shall not contact any Sponsor directly unless instructed by PSI in writing to do so. If Provider is contacted by any Sponsor, Provider shall refrain from comment, refer the Sponsor to PSI and shall immediately notify PSI.
- E. Provider acknowledges that PSI or its Sponsors may, in their sole discretion, require Test Center Supervisors, Test Center Administrators or other Provider employee with access to sensitive information to execute nondisclosure agreements directly with PSI or such Sponsor, and/or submit to other reasonable security protocols ("Additional Staff Assurances"). Provider shall use all commercially reasonable efforts to assist PSI or its Sponsors in obtaining such Additional Staff Assurances. Notwithstanding the foregoing, Provider shall ensure that any employee providing Services hereunder comply with the terms of this Agreement and shall be liable to PSI or Sponsor for any failure of such Providers employees to do so. Where PSI or Sponsor has required Additional Staff Assurances of any employee, shall not permit such employee to provide Services or provide such employee with access to Proprietary Materials, prior to obtaining such Additional Staff Assurances.

7. EQUITABLE REMEDIES

PSI and Provider agree that monetary damages would not be a sufficient remedy for any breach of Sections 5 or 6 of this Agreement and that, in addition to all other remedies, PSI shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach by Provider, without the necessity of posting bond or other surety.

8. TERM; TERMINATION

- A. This Agreement shall continue for a period of one (1) year beginning on the Effective Date (the “Initial Term”). Thereafter, this Agreement shall automatically renew for additional one-year terms (the “Renewal Term(s)”), unless either party gives written notice of nonrenewal not less than sixty (60) days prior to the end of the then-current Renewal Term. The Initial Term and any Renewal Terms shall, as the case may be, be referred to as the “Term.”
- B. In the event of any actual or threatened breach by Provider of the security or confidentiality requirements of this Agreement, if Provider or its representatives have committed or permitted misconduct at the Testing Center, or if Provider fails to properly fulfill or comply with its obligations, responsibilities, specifications or other requirements provided for in this Agreement, the Exhibits or Documentation, PSI may, in its sole discretion and without further liability hereunder, immediately terminate this Agreement, suspend testing and thereafter terminate this Agreement, or allow a reasonable period to cure. PSI may terminate this Agreement pursuant to the immediately foregoing sentence by delivery of written notice thereof to Provider.
- C. In addition, either Party may terminate this Agreement for convenience upon sixty (60) days advance notice of their intent to terminate this Agreement. Either Party may terminate this Agreement pursuant to the immediately foregoing sentence by delivery of written notice thereof to the other Party.
- D. Upon the effective date of any termination or expiration of this Agreement, Provider shall immediately cease Test administration and shall not hold itself out as authorized to administer Test on behalf of PSI or Sponsors. Provider shall return to PSI all Proprietary Materials and PSI property (including without limitation software) in its possession or under its control no later than ten (10) days following such expiration or termination and shall retain no copies thereof. If Provider fails to return any PSI property within the timeframe set forth above, Provider hereby agrees that PSI or authorized representatives of PSI may enter Provider’s premises to repossess such property, and Provider agrees to pay all costs and expenses of repossession including reasonable attorneys’ fees.; PSI will remit to Provider any amounts owing for services satisfactorily performed prior to termination or expiration. PSI’s termination of this Agreement or taking possession of PSI property will be in addition to any other remedies PSI may have under this Agreement, at law or in equity.
- E. Termination or expiration of this Agreement will not affect: (i) payment for Services satisfactorily furnished prior to termination or expiration; or (ii) Provider’s and PSI’s compliance with this Agreement relating to Services furnished prior to termination or expiration.

- F. Upon termination or expiration of this Agreement, for a period of twelve (12) months after the termination date, Provider agrees that it shall not deliver or administer any of the Tests that were provided by PSI during the Term.

9. PUBLICITY AND PROMOTIONAL MATERIALS

Provider may not use the trade names, trademarks, service marks, logos or other designations of PSI or Sponsor in its promotional and marketing activities or for any other purpose without the prior written approval of PSI or Sponsor as the case may be for each use. PSI must review and approve all publicity releases, promotional and marketing materials, announcements, and printed materials concerning PSI, Tests or Sponsors covered by this Agreement, or matters pertaining to this Agreement prior to announcement or publication.

10. RIGHT TO REVIEW OPERATIONS/AUDIT RECORDS

At all times during the Term of this Agreement and for a period of one year thereafter, PSI and the Sponsor shall have the right during Provider normal hours of operation, without notice, to enter any Testing Center or to send observers, to the Testing Center to observe, monitor and inspect the Testing Center and its operations, this included but is not limited to any Testing Center employee training sessions, administration of Tests, pre and post Testing periods, any verification of Testing Center security arrangements, audit of records pertaining to Tests delivered, and as otherwise to observe, audit and monitor Provider’s obligations hereunder and compliance herewith. PSI may also, without prior notice, enroll any person of its choosing to act as a Candidate for the purpose of observing and evaluating Provider’s performance of the Services. Provider authorizes PSI and its Sponsors or their designees to use inspectors for such purposes. Provider acknowledges that Sponsor is a third-party beneficiary of this Agreement and has a vested interest in assuring that all obligations of Provider under this Agreement are being satisfactorily performed. PSI’s right to audit Provider’s record regarding the administration of Tests for PSI shall survive the expiration or any termination of this Agreement. Provider shall retain and maintain all such records following any expiration or termination of this Agreement. Provider will cooperate with all inspections and permit complete access to the Testing Center and all equipment, software, systems and records.

11. INSURANCE; WARRANTIES; INDEMNITY

- A. During the term of this Agreement, including any renewal or extension thereof, Provider will maintain a Commercial General Liability Insurance policy, which policy will include Commercial Liability coverage applying to this Agreement. Such policy will provide a combined limit of at least \$1,000,000 each occurrence and will include PSI as additional insured thereunder. In addition, Provider shall maintain Workers’ Compensation policies consistent with statutory requirements in their respective jurisdiction.
- B. Within ten (10) days of the Effective Date, Provider shall furnish PSI with a standard insurance certificate evidencing the required insurance coverage required, reflecting PSI as an additional insured for Commercial General Liability/Commercial Liability coverage, and providing that PSI will be given at least fifteen (15) days prior written notice of policy cancellation or modification. Provider shall not administer Tests until it has obtained such insurance.
- C. Provider represents and warrants as follows:

- (i) Provider is a lawful entity, validly organized and existing under the laws of its jurisdiction of organization and is qualified to do business in each state where it conducts business. Provider has the power and authority to enter into this Agreement. Provider's performance of its obligations under this Agreement will not compromise any relationships or create a conflict of interest for Provider, PSI, any Sponsor or any other party or violate or result in a breach under its organizational documents, any agreement by which it is bound or any applicable law. This Agreement has been executed and delivered on Provider's behalf by a person who has been duly authorized and approved by all necessary and proper actions of Provider, is a valid and legally binding obligation of Provider and is enforceable in accordance with its terms.
- (ii) There are no relevant facts or circumstances, of which Provider knows or should know could give rise to a conflict of interest under Applicable Law. Provider shall promptly provide a detailed notification to PSI in the event it becomes aware that any such conflict of interest has or could arise, which notification shall include a description of actions which Provider has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict of interest, and shall implement such measures to avoid, mitigate, or neutralize such risk as PSI shall require.
- (iii) The Services to be performed under this Agreement will be performed in accordance with applicable federal, state and local laws, regulations, executive orders, regulations and rules. The Services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with the highest industry standards.
- (iv) No Test Center Supervisor has been convicted of any felony. Provider will notify PSI immediately, in writing, in the event of any change to its Test Center Supervisor at the Testing Center and identify the reason for such change.
- (v) Provider is now and will at all times remain in full compliance with all Applicable Laws.
- (vi) Without the prior written permission of PSI, which may be withheld, Provider, nor Test Centers operated or affiliated with Provider, will itself, or permit its Test Center Administrators to, provide training, education, tutoring, or the like, that relates to subject, or subject matter for which it is providing Services to PSI or its Sponsor hereunder.
- (vii) If Provider has previously obtained written permission from PSI to provide any training, education, tutoring, or the like, for any subject matter for which Provider is providing Services to PSI hereunder, Provider will not provide, directly or indirectly, any such training, education, tutoring, or the like, for any subject matter in the same room at the same time that Test Center is providing Service.
- (viii) Provider will not oppose the grant of, or dispute the validity of, or cooperate in any suit against or related to any intellectual property (patents, trademarks, copyright, or applications thereof, or trade secrets) ("Intellectual Property").

- (ix) Provider will not reverse engineer or decompile any materials that are provided by PSI or a Sponsor.

- D. Provider agrees to indemnify, defend and hold harmless PSI and its affiliates and their officers, directors, members, shareholders, employees, agents, Sponsors, successors and assigns (collectively, the “**Indemnified Parties**”), from and against any and all losses, damages, liabilities, obligations, judgments, settlements, costs and other expenses, incurred or suffered by the Indemnified Parties, by reason of the assertion of any claim or the institution of any litigation against them, during the term of this Agreement or subsequent to its termination, which is directly or indirectly based upon or related to any breach by Provider, Test Center Supervisors, Test Center Administrators or other Providers employees, of this Agreement or its representations and warranties hereunder, and any other omissions or acts of Provider, its employees or agents that are outside the scope of Provider’s authority hereunder, any liability for injury or damage caused by Provider or at the Testing Center to persons or property during the performance of this Agreement and/or all claims of loss or damage (including without limitation premises liability) arising from the use of the Testing Center. Provider shall be obligated to reimburse the Indemnified Parties for any and all reasonable expenses (including but not limited to attorneys’ fees) incurred in the defense of such claim or litigation, in addition to Provider’s other indemnity obligations hereunder.

12. PROVIDER RESPONSIBILITIES

- A. Provider will furnish the Services as set forth on Exhibits A and Exhibit B hereto. In addition, Provider shall perform the Services in accordance with the Documentation.

- B. Provider shall furnish adequate facilities for each Testing Center in accordance with Exhibit A. Any additional facilities at which Provider desires to deliver Services other than the Testing Center set forth in Exhibit A must be approved in advance by PSI.

- C. For each Testing Center, Provider shall employ and provide at least one Test Center Supervisor who has been certified under PSI’s applicable training program and that otherwise possesses such qualifications and experience as are determined necessary by PSI. Provider shall keep PSI informed of the current Test Center Supervisor’s and other Test Center Administrators employed by Provider in connection with the Services hereunder. All Test Center Administrators are required to complete an annual training within one (1) year of their last training date.

- D. Provider will provide and secure, at its cost, all necessary equipment for the provision of the Services and other obligations of the Provider in accordance with this Agreement and the applicable Documentation. Provider shall provide a high-speed internet connection for testing and shall maintain such connection through the term of this Agreement. Provider agrees that Provider’s equipment will meet the terms of this Agreement and the specifications set forth herein at the time any testing Services are rendered hereunder. Provider acknowledges and agrees that equipment upgrades may be required from time to time to comply with new requirements of Sponsors or to support software for the administration of Tests. Upon thirty (30) days prior written notice from PSI or any of its Sponsors, Provider agrees to upgrade its equipment in accordance with such notice. Center understands and agrees that it may be unable to administer Tests or Services under this Agreement if it fails to implement any required upgrade to equipment. Provider shall be solely responsible for the provision and maintenance of the equipment provided hereunder.

- E. Provider will implement all security measures of the Proprietary Testing System and at all Testing Center levels.
- F. Provider will notify PSI of any Candidate who is a no-show or late for an appointment.
- G. Provider agrees to ensure that all Testing Centers under Provider control will individually meet the Testing Center and equipment specifications and all security requirements defined in this Agreement and any applicable Documentation.
- H. Provider agrees to deliver the Services to all Candidates that appear at the Testing Center regardless of race, creed, sex, age, religion, orientation or disability, and to comply with all Applicable Laws. Candidates may be excluded from testing only for non-eligibility based on Test eligibility requirements, or failure to observe testing policies.
- I. PSI and its Sponsors may, from time to time and at their sole discretion, implement various promotional or other testing programs (“Programs”). Provider agrees to participate in all such Programs including, but not limited to voucher or coupon programs; and to honor all vouchers, coupons, or other program materials provided by PSI or Sponsor.
- J. If Provider fails to perform the Services when scheduled or in accordance with this Agreement (including its Exhibits and any applicable Documentation), in addition to any other remedies available to PSI, Provider will (1) re-schedule a Testing time which was unavailable for any reason, or (2) re-perform any testing Services which were inadequately performed for any reason, in either case at no cost to the Candidate or PSI.
- K. Provider grants PSI, during the term of this Agreement, a limited, non-exclusive license to use Provider’s trademarks, service marks, logos, descriptive media and website on PSI’s website, marketing materials and other collateral to identify Provider as a testing center.
- L. Provider acknowledges and understands that: (i) as a result of any potential violations in the testing process, Provider and/or PSI may be required to investigate such violations and report such violations to Sponsor and/or governmental or regulatory bodies; and (ii) such investigations may require the help, support and participation of Provider, Test Center Supervisors, Test Center Administrators or other Providers employees in providing, among other things, interviews, written reports, affidavits, deposition and testimony at any hearing, review board or trial (“Investigative Support”). Provider acknowledges and agrees that: (a) Provider, Test Center Supervisors, Test Center Administrators or other Providers employees will at no additional charge to Sponsor or PSI provide such Investigative Support as requested; and (b) Provider, Test Center Supervisors, Test Center Administrators or other Providers employees have agreed, when required, to provide such Investigative Support as set forth in this Section 12.L.

13. PSI RESPONSIBILITIES & DISCLAIMER

- A. PSI will provide reasonable and appropriate access to the Proprietary Testing System to permit Testing Center personnel to perform the Services. PSI shall provide Provider the additional support described on Exhibit C.
- B. PSI, at no charge, will schedule and provide PSI’s standard introductory training to the Testing Center personnel upon Testing Center initiation and periodically for more than four (4) new employees in any calendar year. Any additional training so required will come at

an additional charge to Provider. Prior to administering a Test, the Test Center Administrator must have successfully passed all required training associated with such Test.

- C. PSI may change operating procedures, Candidate Fees and Service Fees paid to Testing Centers upon thirty (30) days written notice to Provider.
- D. PSI will carry out all its responsibilities under this Section 13 in a commercially reasonable manner but shall not be liable to Provider or any Candidate for errors or interruptions beyond PSI's control.
- E. **PSI provides the Proprietary Testing Systems "as is", and all other warranties express or implied are specifically excluded, including the implied warranties of merchantability and fitness for a particular purpose and the implied warranty of non-infringement.**

14. GENERAL PROVISIONS

- A. Provider acknowledges it has not been induced to enter into this Agreement by any oral or written representations or statements not contained in this Agreement.
- B. Provider may not subcontract any Services, or provide Services through a third party, without the prior written authorization from PSI.
- C. In the event any party hereto shall bring an action against any other party for the interpretation, enforcement, or protection of rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, together with costs of suit, including the attorneys' fees and costs incurred by reason of appellate proceedings in connection herewith, and including proceedings in bankruptcy or insolvency.
- D. Nothing in this Agreement shall be construed as creating an employer-employee relationship or agency relationship, partnership, franchise or joint venture between the parties. Neither party shall have the right or authority to make any commitment or obligation on behalf of the other to any person or entity.
- E. The rights and interests of PSI under this Agreement may be assigned or transferred by PSI without the necessity of consent or approval of Provider. Provider understands and acknowledges that the rights and duties created by this Agreement are personal to Provider and, accordingly, Provider shall not sell, assign, transfer or convey this Agreement, without prior written consent from PSI, which may require in PSI's sole discretion that the assignee or transferee execute PSI's form of assignment consent or a new testing center agreement. Any change in ownership of either the equity interest or controlling interest of Provider shall be considered an assignment of this Agreement.
- F. This Agreement, which terms includes all Exhibits hereto (including Exhibits executed by both parties subsequent to the date of this Agreement) and the Documentation, constitutes the entire Agreement between the parties hereto pertaining in any manner to the subject matter hereof, and contains all of the covenants and undertakings between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no written or oral representations, inducements or promises have been made, which are not embodied herein. IT IS THE INTENTION AND DESIRE OF THE PARTIES THAT THE EXPRESS

PROVISIONS OF THIS AGREEMENT NOT BE SUBJECT TO VARIATION BY IMPLIED COVENANTS OF ANY KIND. Any and all prior or contemporaneous written or oral agreements between the parties or their predecessor pertaining in any manner to the subject matter of this Agreement expressly are superseded and canceled by this Agreement. Except as otherwise provided in this Agreement, this Agreement may not be supplemented, amended, or otherwise changed, except by an instrument executed by both parties. In the event of a conflict between any of the terms of the Exhibits or Documentation and the body of this Agreement, the terms of the Exhibits or Documentation shall control as to the particular Tests to which they apply.

- G. Provider shall not during the Term and for a period of one-year thereafter, directly or indirectly through others (i) solicit, or facilitate any organization with which it is associated in soliciting, any employee of PSI or any of its affiliates to leave the employment of PSI or its affiliate, or (ii) solicit for employment, hire or engage as an independent contractor, or facilitate any organization with which it is associated in soliciting for employment, hire or engagement as an independent contractor, any person who was employed or engaged by PSI or any of its affiliates; or (iii) induce or attempt to induce, any customer, supplier, licensee or business relation of PSI to cease doing business with PSI or any of its subsidiaries; or interfere with the relationship between any such entity and PSI or any of its affiliates; *provided, however*, Provider may make general solicitations through public advertisements in the ordinary course of business and consistent with past practice and engage such party in connection with such general solicitations or who contacted Provider without any solicitation by Provider.
- H. All notices and demands of any kind which either party may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by recognized express mail courier at the addresses set forth herein or at such other addresses as may be designated hereafter by the parties in writing. Service shall be deemed complete upon delivery by the courier service.
- I. The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other.
- J. In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- K. It is mutually agreed that Sections 4 (as applicable to fees earned during the term of this Agreement), 6, 7, 8, 9, 10, 11, 14 and 15 of this Agreement shall survive the expiration or any termination of this Agreement.
- L. Except with regard to a claims for breach of Section 6 or claims for indemnification pursuant to Section 11 or claims arising from a party's gross negligence or willful misconduct, (i) neither party shall be liable to the other party for any incidental, consequential, punitive, exemplary or other indirect damages, or for lost profits, lost revenues, or loss of business arising out of this Agreement, regardless of the cause of action, even if such party has been advised of the likelihood of such damages.

- M. Headings are for convenience only and do not affect the interpretation of this Agreement or any of its terms and conditions.
- N. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

15. GOVERNING LAW AND CHOICE OF FORUM

In the event of any dispute under this Agreement, the laws of the State of Delaware shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement and the parties' relationship, without regards to its conflict of laws principles. The parties expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained exclusively in a state or federal court of competent jurisdiction sitting in New Castle County in the State of Delaware, and that such courts shall be the exclusive venue for any resulting proceedings. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such dispute. Service of process, summons, notice or other document by mail to a party's address set forth herein shall be effective service of process for any dispute filed in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in any such courts and irrevocably waive and agree not to claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

PROVIDER:

(Print Name of Organization) Mid-America Technology Center

By: (Signature) _____

(Print Name) Mike Hancock Title: Board President

Street Address: 27438 State Highway 59

City: Wayne **St:** OK **Zip code:** 73095

Email: meubank@matech.edu **Phone Number:** 405-449-3391

PSI:

PSI SERVICES LLC

By: (Signature) _____

Notices: PSI Services LLC
Attn: Sandy Elford
P.O. Box 821006
Vancouver, WA 98682

With a copy to: PSI Services LLC
Attn: General Counsel
611 N. Brand Blvd, 10th Floor
Glendale, CA 91203

Exhibit A Testing Center and Equipment Requirements

Exhibit B Testing Center Operating Procedures

Exhibit C PSI Support

Exhibit D Testing Center Locations

Exhibit A

PSI TESTING CENTER AND EQUIPMENT REQUIREMENTS

GENERAL EVALUATION ITEMS

1. Facility requirements

- A. Conformance with local building, sanitation, and health codes, and all requirements of the Americans with Disabilities Act.
- B. Building and grounds must be clean and in good condition.
- C. Rest rooms must be clean, supplied with towels, etc., in working order, and located in the same building as the testing center.
- D. The exits must be clearly marked and unobstructed.
- E. Fire extinguishers, when required, must be in working order, the location must be well marked, and easily accessible.
- F. Adequate parking must be available, near the Testing Center location.
- G. In general, the Testing Center should exhibit a pleasant and comfortable atmosphere conducive to a good Testing environment.
- H. Separate testing room with closeable door and see-through window or video surveillance permitting monitoring from administrative area. If video surveillance is being used, a prominent sign visible to Candidates indicating that video surveillance is in use must be posted.
- I. All Testing Centers must provide in the Testing Area where the Testing Stations are located:
 - (i) a viewing window that provides an unobstructed view of each Candidate and Test Station within the Testing Area, and
 - (ii) a video surveillance system that monitors, records and retains an unobstructed view of each Candidate and Test Station within the Testing Area,
 - (iii) a location within the Testing Center for a Test Center Administrator so that at all times during the Testing the Test Center Administrator has, by direct view through the window or through the video surveillance system, an unobstructed view of each Candidate and Test Station within the Testing Area.
- J. The video surveillance system must:
 - (i) meet PSI's requirements; and
 - (ii) clearly be able to determine the person who is testing and any activity within each individual Test Station; and
 - (iii) have video monitoring, recording and retention capabilities.
- K. All Testing activity must be recorded by the video surveillance system and all recording shall be kept by the Test Center for no less than thirty (30) days.

L. Smoking must not be permitted within the Testing Center.

2. Proper control of temperature and ventilation

A. The Testing Room must be comfortable and well ventilated. A temperature range between 70- and 75-degrees F is suitable.

B. Ventilation should supply a continuous circulation of air.

3. Adequate lighting

A. Testing Room must be lighted so that the Candidate at each Testing Station can easily read all diagrams, charts, etc., and view the computer screen without difficulty.

4. Adequate physical space

A. Testing Room must be large enough to comfortably place the Test Station(s), computer tables, chairs, and printer stand.

B. Each Test Station must be separated with a suitable partition preventing viewing from other Test Stations.

C. There must be enough space for the computer monitor, keyboard, mouse pad, and testing materials the Candidate will be issued. A recommended table size is 42" x 30" and must be at least 36" x 30".

5. Freedom from noise and distractions

A. Testing Room should be located so that Candidates will not be disturbed by foot traffic, loud conversation, or outside noise.

B. Testing Rooms shall be free from any other activity during testing sessions; during non-testing times, the Testing Room may be available for other uses.

C. All Testing Centers are to provide Noise Canceling Headsets or disposable ear plugs to all candidates.

6. Adequate provisions for security

A. Testing Room door must be lockable. Access to this room must be strictly monitored. Only authorized personnel and currently testing Candidates are permitted.

B. Test Stations may be used only for test administration and shall enable or permit the use of software or hardware designed or used to defeat any security features of the Proprietary Testing System, or which could impair, interfere with or adversely affect the operation of Proprietary Testing System.

C. All physical testing materials must be locked and secured when not in use. A locking file cabinet may be used for this purpose.

D. The Test Center Supervisor is responsible for security.

- E. Upon PSI request, each Test Center must within one (1) business day provide PSI with a high-quality copy of the recordings captured by the video surveillance system.
- F. Failure by Provider to meet any of the obligations set forth in this Section 6 shall be deemed a material breach of this Agreement, and in addition to any other remedy permitted PSI under this Agreement, PSI shall be allowed to withhold any payment due Provider for so long as Provider is not in compliance with its obligations under this Section 6.

7. Adequate provisions for safety and emergencies

- A. Emergency exits must be clearly identified and clear of obstructions.
- B. Emergency first aid kits, if required, must be stocked and easily accessible.

8. Equipment Specifications

- A. Testing Center and Test Station computer specifications are detailed in the Documentation and Exhibits for each individual Test Engine. The Provider agrees to meet all equipment specifications as required by the individual Test Engines to be authorized to provide Testing services.
- B. Testing Centers that do not meet the required computer equipment specifications will not be able to administer Tests until the Testing Center is in compliance with all computer equipment specifications and Provider shall, at Providers sole cost an expense, promptly make all necessary changes or improvements so as to obtain compliance of it computers and Testing Centers with such specifications and Documentation.
- C. Provider understands that computer specifications are subject to change by PSI at any time, and that Providers failure to meet current specifications at Provider's expense may result in loss of ability to administer some or all Tests.

Exhibit B

PSI TESTING CENTER OPERATING PROCEDURES

- A. The following general procedures shall apply to all Tests delivered at the Testing Center, except as a PSI and/or Sponsor Documentation or subsequent Exhibits may vary the procedures applicable to a particular Test or Tests. Such Documentation or Exhibits may change from time to time; if there is a conflict between this Agreement and the Documentation or an Exhibit, the latter will take precedence.
- B. Provider will be responsible for maintaining a trained Test Center Supervisor on staff for each Testing Center at all times. All Test administration must be supervised by the Test Center Supervisor or a Test Center Administrator fully trained by the Test Center Supervisor.
- C. Provider will provide each Candidate an orientation on using the Proprietary Testing System and equipment. Provider employee will be available to answer operational questions. Provider employee members are not subject-matter experts and must not counsel Candidates on Test content.
- D. Provider will notify PSI of any Candidate who is a no-show or late for an appointment. A Candidate who fails to cancel his/her Test appointment more than 24-hours in advance will be charged and must pay the full Test fee. Any refunds are at the discretion of PSI and the applicable Sponsor.
- E. Provider will have on-site an authorized Test Center Administrator to administer Tests during the stated hours of operation or when scheduled by prior appointment.
- F. Provider agrees to ensure that all Testing Centers under Provider control will individually meet the Testing Center, equipment and operating specifications defined in this Agreement.
- G. The Testing Center will maintain hours of operation as defined in the Documentation or as described in any applicable Exhibits. Provider shall keep PSI regularly informed of its hours of operation and any update thereto. If Provider proposes to change any time or date of any Test delivery, Provider shall be responsible for determining whether there are any Candidates scheduled during the affected times, and Provider shall make all necessary arrangements to deliver such Tests and reschedule such Tests to accommodate the affected Candidates; provided that Provider shall not contact Candidates directly, but shall contact PSI for any contact for such arrangements. Provider shall take all reasonable steps to minimize the adverse effects upon Candidates of any unavoidable schedule changes or any other failure to provide the Services and will take prompt steps to correct all errors or omission in its performance.
- H. Candidate must provide Provider with positive identification as described in the PSI or Sponsor Documentation or Exhibits applicable to particular Tests and such other documentation as PSI or Sponsor may require.
- I. Provider must adhere to the specific check in procedures for all types of exams.
- J. Provider will comply with any requirements regarding the use of electronic calculators or other such devices and the presence of cell phones and other personal items in the Testing Room as set forth in the applicable Documentation.

- K. Test supplement books, if required, will be furnished by Provider and distributed to the Candidate before the Test. At the completion of the Test, the supplements will be returned to the Test Center Administrator and checked for condition. In the case of an open book exam or section, candidates will be permitted to bring in those reference materials specifically stated on the introduction screens and outlined in the test information section under Test Center Supervisor functions.
- L. Provider will provide each Candidate with uniquely identifiable scratch paper, if allowed, for Candidate's use while testing. Provider will collect and destroy all scratch paper at the end of the Testing session.
- M. Upon completing a Testing session, Candidate must follow the specific check out procedure for the exam. Provider will notify PSI of any Candidate who is unable to complete any Test, for any reason, according to PSI procedures to do so.
- N. Provider will use its best efforts to resolve any Candidate complaints and shall report all such complaints to PSI on the same business day that such complaints are received. Provider will continuously monitor Candidates during the entire testing process by having a Provider or Test Center Administrator view all Candidates directly, or by video, at all times. The Provider or Test Center Administrator must be aware of all activities in the Testing Room and be alert for any misconduct.
- O. Provider will monitor Candidates as they test and file discrepancy reports with PSI by email or as designated by PSI's procedures.
- P. Provider shall immediately notify PSI and file an Incident Report following given procedures, upon the occurrence of any of the following:
- (a) Testing discontinued due to System or equipment malfunction;
 - (b) Disturbance in Testing Center during testing;
 - (c) Testing discontinued due to Candidate illness;
 - (d) Candidate fails to return Testing materials or scratch paper;
 - (e) Candidate's failure to sign in or out on the Testing Center Candidate log;
 - (f) Violation of testing procedures;
 - (g) Suspected Candidate cheating;
 - (h) Candidate attempt to bribe or coerce Testing Center personnel or other Candidates; or
 - (i) Any other unlawful or improper behavior.
- Q. Testing Center personnel should always file an Incident Report if there is any concern that a reportable event may have occurred; PSI will evaluate all reports. **In the event of any further incident resulting in the filing of a Report, the Testing Center shall preserve all information and data regarding the affected Candidate(s), including without limitation any recovered scratch paper.**
- R. Candidates may register through the PSI central office, depending on the specific Test requirements as defined in the applicable Exhibit or the Documentation.

- S. PSI will provide the Provider with a daily Candidate schedule via the Proprietary Testing System.

Exhibit C

PSI SUPPORT

PSI will make technical support service available to Provider by phone on a 24/7 basis. Support contact numbers and hours may be revised from time to time.

Exhibit D

Testing Center Locations

(Please list here the physical addresses of all Testing Centers covered under this Agreement.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

(Use additional pages if necessary)