

RegisterBlast Service Agreement

This Agreement is made and entered into by and between the Mid-America Technology Center, its Testing Services ("TECH CENTER") and PrepBlast, L.L.C. ("RegisterBlast"). In consideration of the promises described herein to be kept and performed by the parties hereto, the TECH CENTER and RegisterBlast agree as follows:

1. Scope of Services

- A. RegisterBlast grants the non-exclusive right and license to the TECH CENTER, during the term of this Agreement to use the RegisterBlast online registration web application on the terms and subject to the conditions of this Agreement for purposes of allowing the TECH CENTER students and non-TECH CENTER students to register over the internet for exams and tests which are offered or administered by the TECH CENTER's Testing Services department.
- B. RegisterBlast shall provide to the TECH CENTER the following services:
 - 1. Initial set-up of the RegisterBlast system.
 - 2. Training for the RegisterBlast system.
 - 3. Standard upgrades of the RegisterBlast system provided to all customers.
 - 4. Technical support for the RegisterBlast system.
 - 5. Hosting of the RegisterBlast system on its equipment at a site determined by RegisterBlast.
- C. RegisterBlast shall keep and maintain its web hosting services, facilities, and equipment ("Hosting Facilities") in good condition and repair. The Hosting Facilities shall be properly maintained, serviced, and upgraded by RegisterBlast, or a third-party partner chosen by RegisterBlast as it, in its sole discretion, shall determine is necessary to ensure connectivity to users of the RegisterBlast system. RegisterBlast shall provide the TECH CENTER prompt notice of any network outages that affect the users of the RegisterBlast system. When possible, at least three days' notice of planned outages shall be given to the TECH CENTER so that users of the system may be alerted.

- D. RegisterBlast agrees to make the RegisterBlast system available to eligible Internet users approximately 24 hours per day, seven days a week, to back-up the RegisterBlast system at least once daily, and to store said backup materials in a safe secure environment, for backup media, and not at the same location as the hosting web servers.
- E. For this Agreement, the license and services described in the preceding subsections shall collectively be referred to as “Services,” unless the context indicates otherwise.

2. Services and Fees

A. Service Plans

1. RB Essentials

- a. Exam Registration
- b. Scheduling tools
- c. Analytics
- d. Security and Compliance
- e. Unlimited admin users
- f. Unlimited student registrations
- g. Accommodations tools
- h. Check-in tools
- i. Professor tools
- j. Single Sign-on
- k. LMS integration
- l. Zoom integration
- m. Payment processing (optional)*
- n. Texting tool (optional)**

Monthly Cost: \$200

**Payment processing completed by RegisterBlast on behalf of the Testing Services includes a surcharge (\$1.50 for fees of \$10 or less. \$3.50 for fees over \$10) and a 3% credit card fee, which is a banking fee and is the responsibility of the Testing Services.*

Surcharge fees only apply to registrations that require RegisterBlast to collect money at the time of registration.

***Text messages sent to students cost 2 cents per text. The texting fee is billed monthly to the Testing Services.*

- ☐ By checking this box, Mid-America Technology Center selects the RB Essentials package listed above.

2. RB Plus

- a. Includes RB Essentials package
- b. Texting tool included
- c. TECH CENTER-wide RegisterBlast platform access for online registration services including the **Resources** tools for advising, counseling, and tutoring registrations and the **Events** tools for special event registration such as orientation, workshops, etc.

\$7 annual student fee and no cost to the TECH CENTER

Surcharge is waived when fees are collected. The TECH CENTER is required to pay applicable credit card fees when fees are collected from students on behalf of Testing Services or other departments.

- ☐ By checking this box, Mid-America Technology Center selects the RB Plus Package listed above.

B. Set-up Fee

There is no set-up fee for customizing and using RegisterBlast.

C. Proctoring and other Fees

RegisterBlast shall collect, on behalf of the TECH CENTER, the proctoring fees or other fees, when applicable, from students that schedule tests, exams and other activities

through its online system. RegisterBlast will also allow users/students to schedule tests, exams and other activities that do not require proctoring fees or payment to be made online.

D. Fee Collection

When the TECH CENTER uses the RegisterBlast payment processor, approximately the 15th of the month, RegisterBlast will deliver money collected from the previous month's online registration activity, minus the service fee and 3% credit card processing fee.

When RegisterBlast integrates with TECH CENTER'S payment processor, the money collected daily will go directly to the TECH CENTER'S designated banking account. Each month RegisterBlast will invoice the TECH CENTER for the service fee, if applicable, and the number of paid registrations for the previous month. The TECH CENTER will be responsible for any and all credit card and processing fees charged by the TECH CENTER'S payment processor company.

E. TECH CENTER-Authorized Refunds

If the TECH CENTER authorizes RegisterBlast to issue a refund for the proctoring fee to students, RegisterBlast must keep the \$3.50 surcharge fee to help cover the refund administrative costs. In cases where the Testing Services wants the student to receive a full refund, including the \$3.50 surcharge fee, RegisterBlast will deduct the \$3.50 surcharge fee from the department's monthly revenue check or issue an invoice to cover the fee.

3. FERPA Compliance

The Family Educational Rights and Privacy ACT (FERPA) is a federal law that affords parents the right to have access to their children's education records, the right to seek to have the records amended, and the right to have some control over the disclosure of personally identifiable information from the education records. When a student turns 18 years old, or enters a postsecondary institution at any age, the rights under FERPA transfer from the parents to the student ("eligible student").

To the extent, RegisterBlast pursuant to this Agreement will receive or have access to covered data and information as hereinafter defined, RegisterBlast agrees to comply with the requirements of the ***Family Educational Rights and Privacy Act***, as may be amended from time to time dealing with the confidentiality of customer information. Further, Register Blast agrees to comply with the requirements of The General Data Protection Regulation (GDPR), the European law governing the data protection and privacy of all citizens of the EU and the EEA. It is not applicable to users who are not citizens of the EU or EEA.

A. *Prohibition of Unauthorized Use or Disclosure of Covered Data and Information*

RegisterBlast agrees to hold the Covered Data and Information in strict confidence. Covered data is defined as all information required to be protected under the Family Educational Rights and Privacy Act. RegisterBlast shall not use or disclose Covered Data and Information received from or on behalf of the TECH CENTER except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the TECH CENTER. In the event of disclosure under legal requirement an exception herein, RegisterBlast shall provide prompt written notice so that TECH CENTER may seek a protective order, remedy, or waive compliance.

B. *Safeguard Standard*

RegisterBlast agrees that it will protect the Covered Data and Information it receives from or on behalf of the TECH CENTER according to commercially acceptable standards, and no less rigorously than it protects its own confidential information. Since January 1, 2020, RegisterBlast has been compliant with the California Consumer Privacy Act (CCPA). The CCPA provides California residents with the ability to: 1) be aware of the information being collected about them; 2) be aware of whether their personal data is marketed, sold or disclosed to third parties and if so, to whom; 3) be able to prohibit the sale of their personal data; 4) be able to access their personal data; 5) be able to have their personal data, as held by a business, deleted; and 6) be able to exercise their privacy rights absent discrimination. RegisterBlast will protect the TECH CENTER'S and the students' privacy, personal data and security.

C. Record Confidentiality

To the extent RegisterBlast pursuant to this Agreement will receive or have access to a student's educational record protected from unauthorized disclosure by FERPA, RegisterBlast agrees to maintain such record confidential and take steps to maintain the confidentiality of such record no less effective than those generally taken by other entities subjected to FERPA.

D. Return or Destruction of Covered Data and Information

Upon termination, cancellation, expiration or another conclusion of the Agreement, RegisterBlast shall: Return to the TECH CENTER or, if the return is not feasible, destroy all Covered Data and Information in whatever form or medium that RegisterBlast received from or created on behalf of the TECH CENTER. This provision shall also apply to all Covered Data and Information that is in the possession of subcontractors or agents of RegisterBlast. In such case, RegisterBlast shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Information. RegisterBlast shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, RegisterBlast shall certify in writing to the TECH CENTER that such return or destruction has been completed.

E. Termination

If the TECH CENTER reasonably determines in good faith that RegisterBlast has materially breached any of its obligations under this Section 2, the TECH CENTER, in its sole discretion, shall have the right to:

1. exercise any of its rights to reports, access and inspection under the Agreement; and/or
2. require RegisterBlast to submit to a plan of monitoring and reporting, as the TECH CENTER may determine necessary to maintain compliance with this Agreement; and/or
3. provide RegisterBlast within a fifteen (15) day period to cure the breach; and/or

4. terminate the Agreement immediately if RegisterBlast has breached the material term of this Section 2 and cure is not possible.

Before exercising any of these options, the TECH CENTER shall provide written notice to RegisterBlast describing the violation and the action it intends to take.

F. Maintenance of the Security of Electronic Information

RegisterBlast shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in accordance with industry and commercially applicable standards to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of the TECH CENTER.

G. Survival

The respective rights and obligations of RegisterBlast under this Section 2 shall survive the termination of this Agreement.

4. PCI Compliance

RegisterBlast is PCI Compliant and meets quarterly standards to verify and ensure its policies and procedures are in good standing. The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements designed to ensure that ALL companies that process, store or transmit credit card information maintain a secure environment. RegisterBlast will maintain PCI DSS Compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. RegisterBlast will maintain a secure environment from where students may be sent to external credit card processors. RegisterBlast will maintain the required testing and other compliance activities. If the TECH CENTER is using their own merchant account with a credit card processor, then the TECH CENTER will be responsible for ensuring that their processor is PCI Compliant. Additionally, the TECH CENTER is prohibited from configuring RegisterBlast to explicitly or implicitly request any cardholder data from users of the system.

5. Accessibility

RegisterBlast meets most WCAG 2.0 Level AA standards. RegisterBlast has a Voluntary Product Accessibility Template (VPAT) that is available, upon request.

6. Terms of Contract

This semi-annual Agreement and the limited license granted herein is valid with the Effective Date of February 1, 2022 through June 30, 2022, after which the contract will automatically renew for one year unless canceled in writing pursuant to Section 13 (D). Termination of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or after such termination, nor affect or impair the rights of either party arising under this Agreement prior to or subsequent to such termination, except as expressly provided herein.

7. Content and Software Ownership

All rights, title and interest in any software and content provided by RegisterBlast and used in conjunction with the RegisterBlast system and/or RegisterBlast's delivery of the Services hereunder shall be and remain the sole property of RegisterBlast.

8. TECH CENTER Trademarks

Except as specifically permitted by this Agreement, RegisterBlast shall not use the TECH CENTER's name or any of its trademarks, trade names, service marks, or logos, whether registered or not, (collectively "Indicia") without the TECH CENTER's prior written approval. Upon termination of this Agreement, RegisterBlast will cease using in any way, directly or indirectly, all of the Indicia.

9. Statistical Information

All statistical information on individual users or the TECH CENTER generated by use of the RegisterBlast system shall belong exclusively to the TECH CENTER, and RegisterBlast shall have no right to sell, rent or otherwise disclose any such information to any third party.

10. Warranties

RegisterBlast represents and warrants (i) the RegisterBlast system will not knowingly infringe any copyright, trademark, trade secret or other third party proprietary right protected under U.S. law; (ii) it will comply with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) it will obtain and maintain at its cost, all necessary rights, licenses, permits, and permissions to perform its obligations and activities hereunder, (iv) it will use its best efforts to provide and furnish the Services in accordance with the terms of this Agreement; (v) the RegisterBlast system shall function and operate as specified and described by RegisterBlast; and (vi) it will not publish information or materials on or links to, on, or through the Services that are unlawful, illegal, indecent, obscene, or sexually explicit, defamatory, abusive, harassing, or hateful.

11. Indemnification

During the term hereof, RegisterBlast agrees, at its sole cost and expense to participate in the defense of, indemnify and hold harmless the TECH CENTER and the TECH CENTER's trustees, officers, employees and agents against and from any and all claims, loss, cost or damages by or on behalf of any person, firm, corporation, entity, or governmental authority arising from, attributable to, or in connection with any breach or default on the part of RegisterBlast in the performance of any covenant or obligation on the part of RegisterBlast to be performed pursuant to the terms of the Agreement.

12. Credit Card Disputes

On occasion, students may contact their bank or credit card company to dispute the credit card charge that was paid for their exam to be proctored by the Testing Services. RegisterBlast, on behalf of the Testing Services, responds to these disputes to help ensure the Testing Services receives these proctoring fees. Specifically, RegisterBlast will notify the student and the Testing Services to explain the validity of the charge. During this 30-day disputed timeframe, the student's RegisterBlast account will be placed on hold until the payment has been submitted again. If, after 30 days, the student does not pay the disputed

charge, this amount will be added to the Testing Services's monthly invoice or be deducted from the monthly revenue checks received from RegisterBlast

13. General Provisions

A. Partial Invalidity

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

B. No Waiver

The failure of either party to partially or fully exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

C. Independent Contractor

In the performance of this Agreement, RegisterBlast is acting as an independent contractor. The TECH CENTER shall not be responsible for payment of any wages or benefits, including worker's compensation, disability benefits, and unemployment insurance or withholding or payment employment related taxes for any RegisterBlast employee, but such responsibility shall be solely that of RegisterBlast. RegisterBlast and the TECH CENTER are not joint ventures, partners, principal and agent, master and servant or employer and employee, and have no other relationship other than independent contracting parties. Neither RegisterBlast nor the TECH CENTER shall have the power to bind or obligate the other in any manner.

D. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (1) personal delivery, (2) delivery via expedited delivery or mail service such as Federal Express, (3) United States mail, with first class postage

prepaid, or (4) by email.

RegisterBlast Address:

RegisterBlast
Attention: Dwight Pittman, CEO
4235 Hillsboro Pike, Suite 300
Nashville, TN 37215

TECH CENTER Address:

Mid-America Technology Center
27438 State Highway 59
Wayne, OK 73095

Any party may change the address to which notices are delivered to such party, by a notice given in accordance with this Section to the other parties. All such notices, requests, demands, and other communications shall be effective when received.

E. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

F. Assignment

Neither party hereto shall assign any of its rights or obligations under this Agreement to any other entity without prior written consent of the other party.

G. Entire Agreement

This Agreement sets forth the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter, including all prior agreements between the parties hereto. No amendment or modification of this Agreement shall be made except by a writing signed by authorized representatives of both parties.

H. Conflict Disclosure

By accepting payments agreed to in this agreement, RegisterBlast certifies that to its actual knowledge no TECH CENTER employee or official, and no family members of a TECH CENTER employee or official, will receive a benefit from these payments.

I. Nondiscrimination

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

J. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oklahoma, without regard to conflict of laws principles.

K. Forum Clause

The parties agree that any claims alleged shall be brought within six (6) months of discovery of the alleged basis for the alleged claim or be waived.
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their duly authorized representatives as of the dates written below.

RegisterBlast

Mid-America Technology Center

By: Dwight Pittman, CEO

By:



Digitally signed by Dwight Pittman
DN: cn=Dwight Pittman,
o=RegisterBlast, ou=CEO,
email=dwight@registerblast.com,
c=US
Date: 2021.10.27 08:21:44 -05'00'

Signature

Signature

10/27/2021

Date

Date