



Proctoring Solutions: Live Online and Automated

RFP #2020-COOP-LAV-45

October 26, 2020

October 26, 2020
Linda A. Venneri, Collaborative Contracts Manager
Pennsylvania's State System of Higher Education

Dear Ms. Venneri,

In response to RFP #2020-COOP-LAV-45, we are delighted to present our proposal for Proctoring Solutions to Pennsylvania's State System of Higher Education.

Examity Overview

Examity's flexible and secure solution includes a superior student experience, seamless D2L integration, comprehensive reporting, and training. With 24/7/365 technical and customer support, students can test at their convenience regardless of the day or time. Faculty and administration can expect a partner who is responsive, and laser focused on your needs, as evidenced by our 96% client retention. We believe our solution will ensure PASSHE courses maintain the highest level of academic integrity.

Exceptions to Terms and Conditions

Regarding the General Conditions proposed in RFP #2020-COOP-LAV-45, Examity has the following exceptions:

- Section 4a: Examity will need the ability to accept or reject POs based on its ability to schedule proctoring services.
- Section 5b: Examity generally does not grant MFN contracts.
- Section 17: Examity will need to clarify that no ownership rights to the platform will be granted under this agreement.
- Section 19: Limitation of liability should be mutual.

Point of Contact

All communication associated with this RFP should be directed to Eric Rodriguez, Director of Business Development at Examity:

Eric Rodriguez, Director, Business Development
153 Needham Street, Newton, MA 02464
781.864.0310, erodriguez@examity.com

We appreciate your consideration and look forward to hearing back from you.

Best regards,



Jillian Wiseman
Vice President, Strategic Development



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Executive Summary

Examity is the global leader in online proctoring and pioneer in flexibility. Offering a one-stop-shop for all proctoring needs, what sets Examity apart is our robust support and superior scale. Our position in the marketplace was achieved by our unique and flexible offering of one platform and one workflow for all users, no matter what proctoring solution selected, automated through to live, allowing instructors and administrators to choose the level of security that fit their needs. With PASSHE consisting of 14 schools, each unique with different goals and cultures, Examity can protect the integrity of low stakes and high stakes exams for every institution through our wide array of solutions.

Examity's platform, spanning ID verification and online proctoring, includes seamless D2L integration, comprehensive reporting, and industry leading 24/7/365 technical and customer support. With a strong emphasis on flexibility, Examity allows instructors to select the appropriate level of security (from automated through to live) for each unique situation. Examity is uniquely positioned to meet the needs of Bloomsburg, California, Cheyney, Clarion, East Stroudsburg, Edinboro, Indiana, Kutztown, Lockhaven, Mansfield and Slippery Rock University. We are also positioned to continue meeting the needs of our current PASSHE clients which are West Chester, Millersville, Shippensburg University.

- Multimodal Proctoring: Examity's solution provides instructors with the flexibility to select the solution (automated through to live) that best fits their needs – whether they are managing a quiz, a midterm, or a final exam.
- Extensive Integration Expertise: Examity's developed a true expertise for implementation through our work with hundreds of clients. We support and integrate with all commercial and proprietary learning management systems, including D2L. We are the only proctoring solution to achieve LTI 1.3 certification by IMS Global, the gold standard in interoperability, we are able to provide deeper integration and greater security for our partner.
- Premium Support Services: Examity's support is unmatched. We have a robust support structure in place to address any and all student concerns. Our team of over 1,500 helpful experts, provides students with 24/7/365 support through online chat, email, and phone, giving them the freedom to contact us however they feel the most comfortable.
- Efficiency and Scale: Examity's superior ability to scale, while maintaining the highest level of support and efficiencies, is the reason we are the market leader. It is an absolute necessity when providing proctoring and something that our competitors have not been able to replicate. It is also the reason why we can proctor over three million exams per year and still have an average wait time of less than one minute, the lowest in the industry.

- **Robust Reporting:** Examity provides one-touch access to reporting and analytics. From student satisfaction to violation reports and video files, our reporting provides you with the information you need to immediately assess and address student activity.

We are honored and excited at the opportunity to present our Proctoring Solutions to PASSHE and look forward to taking the next step in this process.

A. General

1. State the Supplier's understanding of the solution being requested by this RFP.

Examity's understanding and evaluation of this RFP's requirements is that PASSHE is seeking a proctoring partner, not just a proctoring provider. You cited key areas that fit with our solution, such as cost effective, convenient, and customizable solutions. Beyond that, you are solving unique challenges for your members at a massive scale, which is reflected in the Work Statement. While functional ability from a technology perspective is a significant share of the scope, there is also a clear focus on finding a partner that can dedicate a team to collaborate with your members to carry out a specific vision. The focus on technology, security, privacy, and support structures for all users and stakeholders demonstrates a need to build a fully-integrated ecosystem approach where our solution is molded to match the needs of your members, rather than a one-size-fits-all solution.

The strategic-nature of this RFP illustrates the need for a partner who can obsess over the details without losing sight of the long-term objectives. Finally, the emphasis on a proven track record with systems of your size shows that the successful partner will do as much, if not more, *showing* than telling. Examity believes the proposal we have crafted will demonstrate our unique qualifications to be your online proctoring partner.

2. Include a narrative response that summarizes the key features and competitive advantages of the proposed solution that make it stand out from competing solutions.

When Examity entered the online proctoring market, there were a few providers already in the space, but each were focused on niche applications. We recognized that test providers - whether universities, colleges or corporations - have different needs depending upon what they were trying to accomplish and that no one thinks the same about how to handle test integrity. This is where we saw an opportunity to provide a holistic solution and it was this need that motivated us to create a single platform with varying proctoring styles, from automated through to live. We built our foundation based on flexibility, support and scale which in turn has allowed us the opportunity to provide students, instructors, and administrators the same experience whether testing in peak or non-peak periods giving us our competitive edge. Because of our impact in the market, in recent years, others

have started to offer the same, but building off a single-style solution leads to uneven footing and a lack of fluidity and efficiency.

What has kept Examity the industry leader is our robust support, superior scale, and focus on student experience while at the same time enabling test integrity. Below we have outlined several key areas that separate Examity from competing solutions:

Premium Support Services: Examity's support is unmatched. We have a robust support structure in place to address any and all student concerns. Our team of over 1,500 helpful experts, provides students with 24/7/365 support through online chat, email, and phone, giving them the freedom to contact us however they feel the most comfortable.

Efficiency and Scale: Examity's superior ability to scale, while maintaining the highest level of support and efficiencies, is the reason we are the market leader. It is an absolute necessity when providing proctoring and something that our competitors have not been able to replicate. It is also the reason why we can proctor over three million exams per year and still provide superior service and support for all modalities, including an average wait time of less than one minute for live proctoring, the lowest in the industry.

Pioneering Audit Process: Examity pioneered the auditing process to include a second set of eyes to review each video before uploading integrity results at no extra charge. Auditing brings forth quality assurance (better test integrity) and quality control (assists in continuously improving our proctoring). In addition, auditing provides rich data to train our innovative AI solutions.

Industry-Leading Live Proctoring Solution: For our live solutions, we average a 2:1 student to proctor ratio, far exceeding the industry standard, which is 6:1 or greater. We believe this enables the best service for students, the best ability to monitor your unique requirements, and the best protection against cheating or unauthorized behavior. Rather than handing students off from greeter to proctor or between proctors, the Examity proctor stays with the student throughout the duration of the exam. This significantly reduces wait times and eliminates associated risk and student frustration. Finally, most exam challenges can be handled by our IT-trained proctors.

Extensive Integration Expertise: Examity's developed a true expertise for implementation through our work with hundreds of clients. We support and integrate with all commercial and proprietary learning management systems, student management systems, and test platforms. Examity is helping the industry innovate while leading the industry by becoming the first online proctoring provider to adopt the LTI® Proctoring Services standard by IMS Global Learning Consortium. Built on the innovative IMS Learning Tools Interoperability® standard, LTI Proctoring Services aligns with best-in-class learning management systems and assessment platforms to deliver a credible and secure user experience for students, administrators, and proctors. **We are also the only proctoring solution to achieve LTI 1.3 certification by IMS Global**, we are able to provide deeper integration and greater security for our partner.



Robust Reporting: Examity provides one-touch access to reporting and analytics. From student satisfaction to violation reports and video files, our reporting provides you with the information you need to immediately assess and address student activity.

Rigorous Security Protocols: Examity has adopted the ISO/IEC 2700x and NIST Cyber Security “Frameworks” to organize and govern our overall Cyber Security efforts. This provides the basis for all decisions on specific cyber security policies, procedures, and controls (administrative, physical, and technical) that we implement. All client data is stored in the United States at Rackspace, a SSAE-16 certified data center. We have standard database-wide encryption and PGP 4096-bit encryption (Diffie Hellman Algorithm) used for data security at transmission and at rest.

Financial Backing: In April 2019, Examity received a \$90 million investment from Great Hill Partners. Recognizing growth in the space, the firm’s intention was to invest significant capital into a leading online proctoring company. After a substantial due diligence period, evaluating nearly every competitor in the space, Examity was chosen to receive this investment. This is a testament not only to the solution and reputation we have developed since 2013, but also our future growth trajectory and long-term sustainability as a leader in the space. The investment will fuel our continued investment into the people, process, and technology necessary to provide best-in-class online proctoring to PASSHE members.

B. Qualifications and Experience

1. Company

Include a brief history and description of the company, including the number of years in business and any ownership structure or management structure. Discuss how the firm’s overall experience demonstrates its ability to successfully provide the solution.

Examity entered the online proctoring market in 2013. Although there were providers already in this space, each was only offering a limited solution. As we partnered with institutions and organizations, we realized that a new approach was required to meet the differing needs of these partners.

We developed Examity to provide flexibility for our customers without sacrificing security. Our solutions encompass a variety of identification and proctoring styles including automated and live proctoring. In addition, we received constant feedback that online students require immediate and ongoing support. With this in mind, we built our team of 1,500+ individuals to provide students with industry-leading 24/7/365 service.

We are excited and honored to have experienced more than 50% growth each year that we have been in business. This is a strong validation of Examity’s success. Some highlights of this accomplishment include:



- Named #6 most innovative education company in North America by Fast Company
- Ranked #1 fastest-growing EdTech company in the United States by Deloitte's Fast 500, for two consecutive years
- Received additional investment of \$90 million in April 2019

Examity is a privately held company headquartered in Newton, Massachusetts.

2. Experience

Describe your organization's experience (including number of years in operation) as it pertains to providing a Proctoring Solution for higher education institutions. Submit three detailed case histories that demonstrate the breadth, depth and creativity of the solution that your firm can provide to the State System. At least one case history must be of a higher education institution (a state system is highly preferred). Provide a description of any industry best practices your firm utilizes. Include any industry awards your firm received.

Examity has been a leading online proctoring solution since entering the market in 2013. We take great pride in our ability to handle more than three million assessments per year and maintain partnerships with over 500 higher education institutions, corporations, and certificate providers. Examity is currently integrated with and tests over 350 university partners, including Penn State University, The University of North Carolina System, The Texas A&M System and The Tennessee Board of Regents to name a few.

In order to illustrate our experience with delivering best-in-class online proctoring to higher education institutions and state systems, we have outlined three client stories below.

The University of North Carolina System

Examity was selected by UNC Online following an RFP process in August 2019. UNC Online had spent the past 10 years working with ProctorU as their online proctoring partner. The contract awarded is with The University of North Carolina System and the integration was a highly custom process with the UNC Online platform where students begin the process, meet the Examity proctor and then are launched to their respective institution's LMS to take their exam.

The agreement between Examity and The University of North Carolina System allows the opportunity to work with each individual school and thus integrate with their respective LMS if programs require online proctoring, but do not fall within or utilize UNC Online (such as NC State). Most recently the System has provided grants to assist with test security amid the COVID-19 pandemic where Examity is quickly integrating with East Carolina's Canvas, UNC Pembroke's Canvas, Elizabeth City State's Blackboard, and Appalachian State's Moodle to assist with November finals.

Since January 2020, Examity has online proctored nearly 10,000 exams in the UNC System.



The Texas A&M University System

In 2016 The Texas A&M University System, consisting of 11 schools, began searching for a remote proctoring provider for their online exams. Key requirements were that any solution needed to be “round the clock”, flexible, secure, easy to integrate with, and cost effective. After a thorough evaluation process, the A&M System was able to clearly identify Examity as an online test integrity solution that fit well for their system membership.

Examity was ultimately selected because of our ability to meet the above needs and technical requirements while providing 24/7 support. Today, 7 of the 11 institutions in the A&M System are using both our live and automated proctoring solutions.

University of Arizona

In 2015, the University of Arizona conducted an RFP to assess current proctoring partners. During the RFP process, Examity unseated competitors ProctorU and Software Secure (now PSI) to win the contract. In 2018, at the expiration of the contract, another RFP was issued and awarded again to Examity.

Examity currently works with 14 out of the University of Arizona’s 19 colleges, proctoring more than 500 courses led by over 250 instructors, and supporting 20,000+ students a year.

During our first full year with the university we proctored over 40,000 tests. In 2019, that number swelled to more than 80,000 with an average wait-time of 28 seconds for all live proctored exams. This is a true testament to our ability to scale. The University of Arizona uses Examity for both residential and online programs and takes advantage of all proctoring modalities.

Industry Best Practices

Examity encourages all of our new and current clients to follow the online proctoring best practices below:

- Incorporate Examity into your course syllabus
- Direct students to available guides, videos, and support for assistance
- Register and schedule exams as early as possible
- 24-hour exam windows
- Ensure device readiness via the systems check
- Avoid large simultaneous testing groups
- Make automated practice tests available to students

Examity believes a big part of why we have been able to maintain successful partnerships with West Chester, Millersville, and Shippensburg over the years has been because they have adhered and promoted these at their institutions.



3. References

Provide references from three of your clients from the past five years for services that are similar in scope, size and complexity to the Solution described in this RFP. At least one of these client references should preferably be from a higher education institution. Provide the following information for each client: client name and address; time period in which work was performed; and a short description of the work performed.

[Redacted client reference information]



C. Technical Requirements

A. Monitoring Process

1. Provide a detailed description of the following processes:

Pre-test Authentication (verifying student identities)

Examity supports a pre-defined, secure student identification and authorization process at the start of each test session. We validate a student's identification through our multifactor authentication process, outlined below:

1. Capturing a student's government-issued photo ID and matching it against a picture of the student at the start of the exam.
2. Answering a series of security questions.
3. Completing a digital signature that we will compare against the typing rhythm captured at registration.

Authentication is fully integrated into both our automated and live proctoring solutions. In live proctored exams, an Examity proctor will follow a strict process of ID verification, including photo comparison, challenge questions, and a digital signature (measuring keystroke cadence). Next, the proctor will confirm the exam rules with the student and conduct a 360-degree room pan and a sweep of the desk to make sure no unauthorized materials are present. Once underway, the same proctor that performed the authentication will monitor the student throughout the exam session.

This information, including a full recording of the exam session will be available for review on the instructor dashboard. Our exam sessions are recorded from authentication through the end of the exam.

Our automated proctoring solutions start with auto-authentication. Students will follow simple steps to validate their ID through our multi-factor authentication process. Students snap pictures of their ID and face, answer challenge questions, and enter a digital signature (measuring keystroke cadence) to verify identity.

Scheduling and Managing Exams

Examity's best-in-class LTI integration with the LMS means minimal time is spent scheduling and managing exams. The following workflow shows the process an instructor or administrator undergoes to configure an exam:



Exam information such as course, exam name, exam window, duration, and exam URL, is automatically imported from the LMS in real-time via APIs. The exam view, shown on the following screenshot, allows instructors to select the security level and review the exam information we have imported:

The screenshot displays the 'Exam Results' tab of an exam configuration interface. The top navigation bar includes 'Info', 'Rules', 'Instructions', 'Supporting Documents', 'Scheduling Exceptions', and 'Exam Results'. The 'Exam Results' tab is active, showing a 'New Scheduling Exception' button and a 'Delete Exam' button. The main content area is divided into two columns. The left column contains fields for 'Course' (Intro Economics), 'Exam' (Final), 'Exam Window' (02/06/2020 01:30 PM to 12/31/2020 01:30 PM), 'Exam Duration' (0 Hour, 30 Minutes), 'Link to Exam' (https://sites.google.com/view/biologyfinalexam/testing-platform-login), and 'Allow Test-taker to Upload File' (No, Yes). The right column contains 'Security Level' (Auto Premium), 'Features' (Automated authentication, Automated proctoring, Post exam auditor review, Video files available post exam), and 'Exam Password' (password\$). A 'Save Changes' button is located at the bottom center.

Instructors can choose to add additional rules:

The screenshot displays the 'Rules' tab of the exam configuration interface. The top navigation bar includes 'Info', 'Rules', 'Instructions', 'Supporting Documents', 'Scheduling Exceptions', and 'Exam Results'. The 'Rules' tab is active, showing a 'Save Changes' button. The main content area is divided into two columns. The left column contains 'Standard Rules' with a list of rules, each with a checkmark: 'Clear your desk and the surrounding area', 'Stay connected to a power source', 'No phones or headphones', 'No dual monitors', 'No leaving your seat', 'You must be alone in the room', 'No Talking', 'Your webcam, speakers, and microphone must remain on throughout the test', and 'You must stay in view of the webcam for the duration of the test'. The right column contains 'Additional Rules' with a list of rules, each with a checkbox: 'Handheld calculator', 'Scrap paper', 'Open book', 'Bathroom breaks', 'Drink on desk', and 'Online Calculator'. A 'Save Changes' button is located at the bottom center.

...or special instructions:

The screenshot shows the 'Instructions' tab in the Examyty interface. At the top, there are navigation tabs: Info, Rules, Instructions (selected), Supporting Documents, Scheduling Exceptions, and Exam Results. Below the tabs are two buttons: 'Import Special Instructions From an Existing Exam' and 'Add Another Set of Instructions'. The main area is titled 'Special Instructions' and contains a table with columns for 'Special Instructions', 'Reviewer', and 'Test-taker'. A single row is visible with the instruction 'Show each page of the exam, then take a picture of each page and upload to the LMS.' The 'Reviewer' column has a blue square icon, and the 'Test-taker' column has a checkmark and a red 'x' icon. At the bottom of the form is a 'Save Changes' button.

Instructors can even clone sets of rules that they repeatedly use, meaning more time teaching and minimal time configuring.

Student Registration (including exam instructions)

Students will access their Examyty dashboard through a single sign-on link in their course within the LMS. The first time a student logs in to Examyty, they will be prompted to complete a short profile. This is a one-time process where they will be asked to select their time zone, upload a government issued or student photo ID, answer challenge questions, and enter a digital signature.

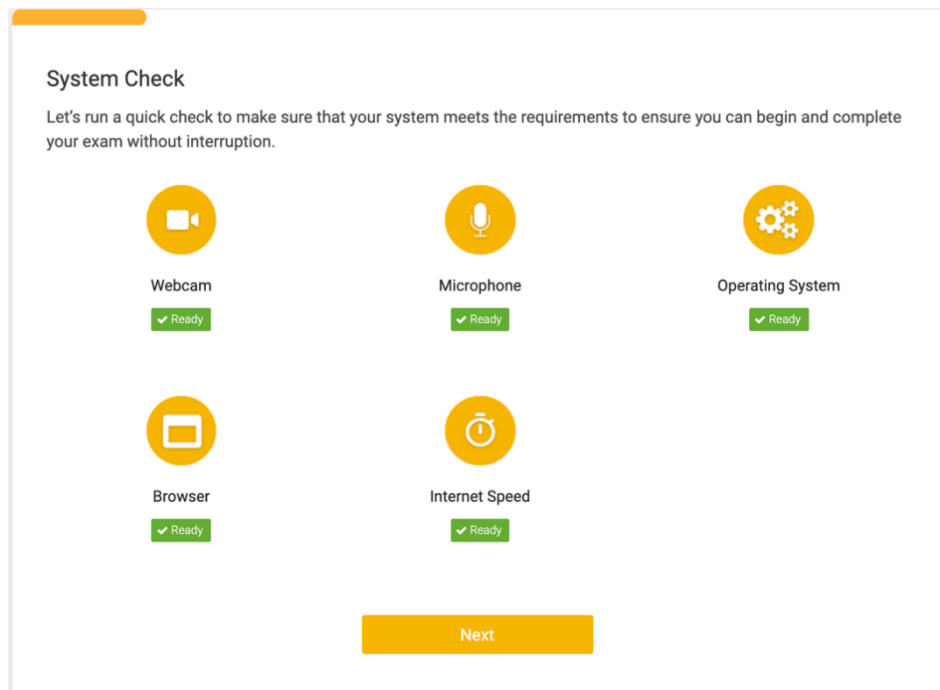
Once complete, students can take exams immediately or schedule for a later time, 24/7/365. Students can start or schedule any exam displayed on their dashboard, shown on the next screenshot:

The screenshot shows the Examyty student dashboard. At the top, there is a header with the Examyty logo, the text 'Welcome, Evaluation1-14 Examyty', and contact information: 'Email', '1-855-392-6489', and '5:44 PM EDT'. Below the header is a navigation bar with 'Exams', 'Exam history', 'Profile', 'Systems Check', and 'Logout'. The main content area is titled 'Your Exams' and displays three exam cards for 'Intro Economics - Instructor: Instructor1-28 Examyty'. The first card is for a 'Final' exam, which is 'Scheduled Aug 20 02:00 AM' and has a 'Reschedule' button. The second and third cards are also for 'Final' exams, both with a 'Schedule' button and a prompt 'Would you like to schedule your exam for later?'. Each card shows the exam window (Feb 06, 2020 01:30 PM - Dec 31, 2020 01:30 PM), exam entry closed time (Dec 31 @ 12:50 PM), and exam duration (15 minutes). A 'View Exam Rules' link is provided for each exam. At the bottom of each card is a 'Start Exam' button.

All of their active exams will appear on this dashboard. For a Live Proctored exam, they'll simply click "Schedule" and select the best time for them within the exam window (set in the LMS), whether that is in advance or right away. After selecting the date and time, students will be presented with the full exam rules and special instructions. They will also receive a scheduling confirmation email with the same rules and instructions so they will be prepared on test day.

Automated Proctoring Exams do not need to be scheduled and can be taken any time by clicking "Start Exam" or if the student prefers, can be scheduled in advance. Exam rules and special instructions are also readily accessible on these exams with one click.

The exam confirmation will provide all of the information they need to prepare for an exam including a systems requirements check:



At Examity, we recognize that taking a test can be a stressful experience, so we strive to ensure there are no surprises on test day. As a best practice, we encourage students to run a systems check to ensure device readiness prior to testing. As you can see on the screenshot below, they will be prompted to do this prior to each exam. This is one of the reasons Examity has the fastest launch times in the industry. For automated exams, we encourage instructors to set up a free practice tests

with multiple attempts so students can become familiar with going through the process.

Data Security (during exams)

Examity uses a variety of methods to ensure the security of testing materials during the exam session. Throughout the exam, Examity will monitor both the desktop and the student, assisted by software that employs seven years of machine learning, AI, and predictive analytics. Observation is done both via the webcam to capture video and the student's microphone to capture sound. In addition, our lockdown browser functionality locks down the testing environment. This ensures the security of testing materials during the exam session by preventing the ability to copy/paste or print test materials.

Unique to Examity, if the student goes offline during the exam, our new software can automatically block the exam in order to protect the integrity of the exam while a student is unmonitored in any of our proctoring modalities. During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Keeping the same proctor throughout the exam, coupled with our low student-to-proctor ratio and auditing process, also ensures higher security.

Real-time Live Proctoring

Live proctoring provides the highest level of security in online testing. We agree with PASSHE's definition of having a trained human proctor monitor a full exam session with a student from end to end. Gimmicks such as "live look" or "pop-in," do not view a student from start to finish and therefore do not constitute real-time live proctoring.

Examity is the clear industry leader in live proctoring for four significant reasons:

- **At less than one minute, Examity has an industry-low student wait time** to meet a proctor by a significant margin, arguably the most important metric in live proctoring because it is the biggest factor in student satisfaction.
- **Examity does not switch proctors** through the authentication and/or test taking experience, causing disruption and more than one wait-time. The same proctor that authenticates the student will be with them for the duration of their exam, so **students only have to wait once** with Examity. Other competitive live solutions use one proctor to authenticate then place the student into a second queue to wait for the proctor who will monitor their exam. This misrepresents the complete wait time published and can lead to a poor student experience.
- Examity leads the industry with the **lowest average student-to-proctor ratio, at 2:1**. We achieve this by leveraging our team of over 1,500 proctors and support staff to always meet demand. While others in the space may derive their ratio from rotating proctors on and off, at



Examiity, you can be confident that your students will always have the same proctor throughout the exam.

- **We do not utilize “pop-in” in proctors. Our proctors are dedicated to the students they have been matched with for their entire exam.** While solutions like “pop-in,” “live look,” or “hybrid” may give the appearance of a low ratio, that proctor could be monitoring dozens of students at one time, making it impossible to catch violations or even provide support to students who need technical assistance, significantly diluting the proctoring experience. These “proctors” would be on-call and not committed to the process.

Examiity offers two live proctoring options depending on the level of security required:

Live Standard: Unique in the marketplace, beginning with live authentication, the proctor will follow a strict process of ID verification, including photo comparison, challenge questions, and a digital signature (measuring keystroke cadence). Next, the proctor will confirm the exam rules with the student. To verify that no unauthorized materials are present and ensure a “clean” test environment, the proctor will request a 360° room pan and desk sweep.

Once the exam begins, the proctor drops off the screen, and the session is recorded from start to finish. The exam is later reviewed in its entirety by a human proctor to ensure that no rules have been violated. Much different than just a software scan of the exam, Examiity trained human proctors will review the full exam from beginning to end. Once reviewed by the proctor, our auditing team will also review the entire exam session recording and authentication before releasing the audio, video, and analytics to the instructor dashboard.

Live Premium: This modality begins with live authentication, having a trained human proctor ID verify a student using the same methods as listed above in Live Standard. To verify that no unauthorized materials are present and ensure a “clean” test environment, the proctor will request a 360° room pan and desk sweep.

Throughout the exam, the Examiity proctor monitors the student’s surroundings and full desktop in real-time. Examiity does not change proctors in the middle of an exam and the same proctor that greets the student at the beginning of the exam is the exact same proctor that monitors the entire exam, ensuring a seamless experience with minimal disruption.

The most critical advantage with Live Premium is that Examiity proctors may intervene in real-time if a violation is detected. In addition, proctors can block the exam if the student goes offline or attempts to compromise exam integrity in order to protect the integrity of the exam. All of our proctors are IT-trained should troubleshooting be necessary. To ensure maximum quality of proctoring results, our human auditing team will review a recording of the exam session and authentication before releasing audio, video, and analytics to the dashboard. Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student’s screen.



Automated Proctoring

Examity's automated proctoring services use software backed by AI and machine learning, to monitor students throughout the entire exam. Examity is the clear industry leader in Automated Proctoring for this significant reason:

Support. Automated proctoring presents the opportunity to proctor limitless amounts of tests at one time. This is true; however, it begs the question, how can you support limitless amounts of students at one time? We do not offer "service hours" or require students and faculty to leave messages in hopes that someone will contact them back quickly. Our business is built on our ability to leverage our 1,500+ proctor and support staff to be available and ultra-responsive regardless of the volume of requests and the time of year.

We have two automated proctoring solutions depending on the level of security required:

Auto Standard: Standard starts with auto-authentication where students will follow simple steps to validate their ID through our multi-factor authentication process. Students snap pictures of their ID and face, answer challenge questions, and enter a digital signature (measuring keystroke cadence) to verify identity. After authentication is complete, Examity software takes over to capture audio, motion, and systemic changes to identify aberrant behaviors. Within hours of the conclusion of the exam, full video, audio, and analytics will be made available on the instructor dashboard. All videos have timestamped comments associated with specific violations, as well as hyperlinks that allow instructors to immediately jump to these incidents.

Auto Premium: Our Automated Premium starts with auto-authentication. After authentication is complete, Examity software takes over to capture audio, motion, and systemic changes to identify aberrant behaviors. As with our Standard product, all videos have timestamped comments associated with specific violations, as well as hyperlinks that allow instructors to immediately jump to these incidents. The benefit of Automated Premium is at the conclusion of the exam, for quality assurance, our auditing team will review video of the exam session and authentication before releasing the video, audio, and analytics to the dashboard.

Recording and Viewing Exams (by faculty)

All Examity proctoring modalities include full recordings of the test session from start to finish as a standard feature. Students are fully visible on camera, as is their computer screen. Our Automated Premium is what others in the industry would refer to as "Record and Review." With Examity, recordings in each of our proctoring modalities are utilized differently:

Automated Standard: Automated Standard exam sessions are fully recorded; however, they are not audited by Examity. Examity provides time stamped comments and violation screenshots, allowing administrators/instructors to review the session and view any flags that may have been issued.



Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student's screen.

Automated Premium: Automated Premium exam sessions are fully recorded. At the conclusion of the exam, for quality assurance, our auditing team utilizes the recording to review the test session as a second set of human eyes to make sure nothing was missed. Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student's screen.

Live Standard: Live Standard exam sessions are fully recorded. Because proctors are not present during the live exam, they will instead proctor recordings of the test session, reviewing exams from beginning to end. Once reviewed by the proctor, our auditing team will also review the entire exam session recording and authentication before releasing the audio, video, and analytics to the instructor dashboard. Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student's screen.

Live Premium: Live Premium exam sessions are fully recorded. To ensure maximum quality of proctoring results, our human auditing team will review a recording of the exam session and authentication before releasing audio, video, and analytics to the dashboard. Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student's screen.

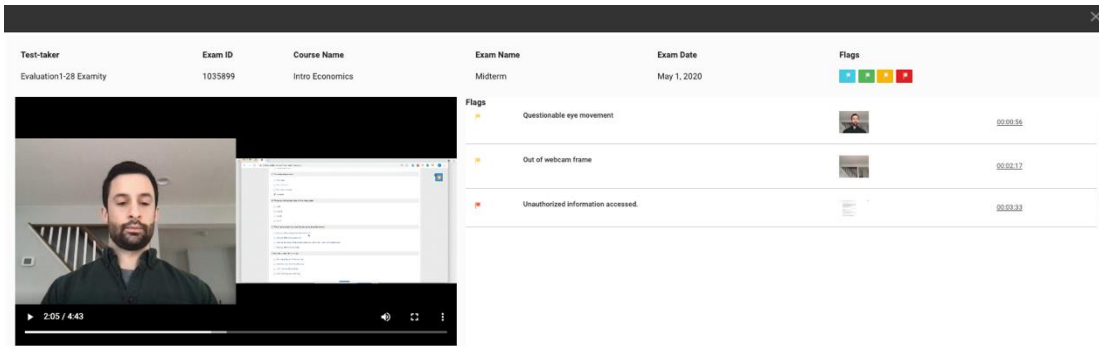
Violations (algorithms to detect and capture aberrant behavior)

During the exam, Examity will monitor both the desktop and the student, assisted by software that employs seven years of machine learning, AI, and predictive analytics. Observation is done both via the webcam to capture video and the student's microphone to capture sound. Flags are generated when movements, actions, or sounds indicate that inappropriate behavior has occurred.

Examity utilizes four distinctly colored flags that clearly identify all violations and technical issues that occurred during a proctoring session. Standard definitions of the Examity flags/alerts are noted below:

- Green flags are raised when there is no violation
- Yellow flags are issued when a rule is broken but cheating does not necessarily take place
- Red flags are given when the student exhibits clear cheating behavior
- Blue flags report when a technical issue arises

All flags have timestamped comments associated with the infraction, as well as hyperlinks that allow instructors to immediately review questionable incidents with one click. This is all viewable in our easy-to-use dashboard, as shown on the next screenshot:

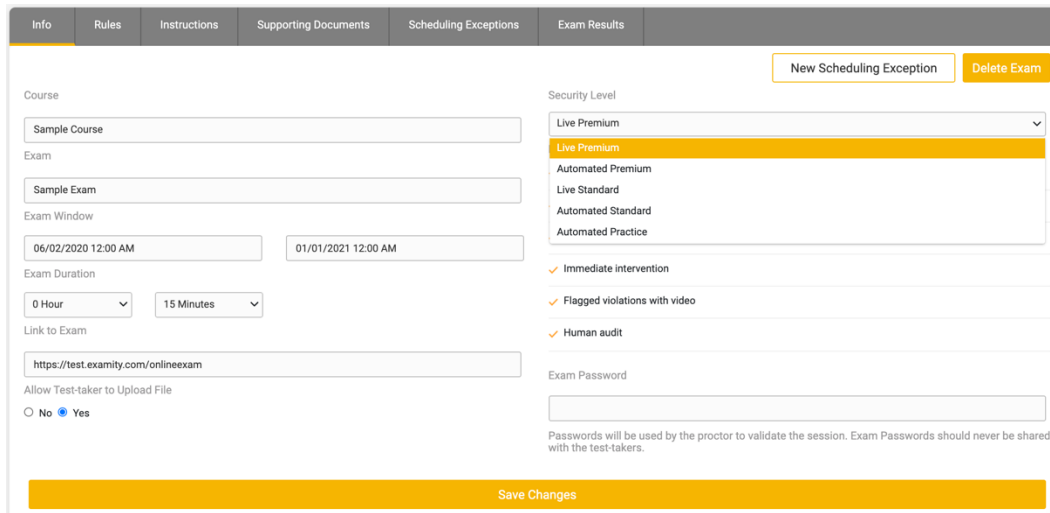


When a red flag is raised, indicating clear cheating behavior has taken place, this will be reported back to the designated university contact(s) by your dedicated account manager within 24 hours of the incident, often much sooner. Details of the incident, along with the exam ID, will be available on the instructor/admin dashboard. There are times when an auditor discovers a violation that went undetected by a proctor. In these situations, the auditor will contact your Examy account manager, who will follow the aforementioned steps.

End-to-End Security (active restriction of students' computers)

Examy gives faculty the flexibility to select the appropriate level of security (from automated through to live) for each unique situation. Whether they are managing a quiz, a midterm, or a final exam, it's important to fit the solution to the specific needs of the instructor.

Instructors or administrators will simply select the level of proctoring from a dropdown menu in the exam shell, as shown on the next screenshot.



Examy provides the ability to either lock the security level at the institution level or give instructors a specific list of options to select on their own. We can also configure our solution to be managed by a

central administrator or by individual instructors. We would work with you during implementation to walk through the benefits of each configuration.

Examity's lockdown browser functionality locks down the testing environment. This ensures the security of testing materials during the exam session by preventing the ability to copy/paste, open new tabs, or print test materials.

During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Keeping the same proctor throughout the exam coupled with our average one proctor for every two students and auditing process also ensures higher security.

In addition, Examity has developed three unique features to protect exam content in all of our solutions based on three common integrity violations:

- Students attempt to close the proctoring window and return to the test, believing that proctoring will stop, and they can continue their exam.
 - For this strategy we have developed a trigger that automatically closes the LMS or test platform window, should the student close any of the proctoring windows or attempt to otherwise end the proctoring session early. Our system will log this event and the student will have to contact our support team.
- Students will disconnect their WIFI in order to force a disconnect with the proctoring session and continue with their exam.
 - This will trigger a “freeze” of the testing window. Examity places a barrier over the testing window informing the student of the disconnection (in the event that it was accidental) and providing the procedure to securely reconnect.
- Students will attempt to disengage screen sharing during the exam.
 - Our solution will force them into an Examity browser window that requests access to their screen. The student will not be able to continue their exam without reengaging the screen share.

Post-exam Auditing

To ensure maximum quality of proctoring results, our human auditing team will review a recording of the exam session before releasing audio, video, and analytics to the dashboard. This is available in our Live Premium, Live Standard, and Automated Premium options.



Content Protection

Examity uses a variety of methods to ensure the security of testing materials during the exam session. Throughout the exam, Examity will monitor both the desktop and the student, assisted by software that employs seven years of machine learning, AI, and predictive analytics. Observation is done both via the webcam to capture video and the student's microphone to capture sound. In addition, our lockdown browser functionality locks down the testing environment. This ensures the security of testing materials during the exam session by preventing the ability to copy/paste or print test materials.

Unique to Examity, if the student goes offline during the exam, our new software can automatically block the exam in order to protect the integrity of the exam while a student is unmonitored in any of our proctoring modalities. During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Keeping the same proctor throughout the exam, coupled with our low student-to-proctor ratio and auditing process, also ensures higher security.

ADA Assistance

Examity provides test integrity solutions with a strong focus on accessibility, ensuring equitable access for all students and instructors. Examity is fully compliant with Web Content Accessibility Guidelines (WCAG) 2.0 Level A and Level AA for student and instructor roles.

Accessibility is a fundamental part of our development process. We continuously assess and update our product and materials to meet the high standards and accessibility best practices established within the WCAG Guidelines. We completed a full internal audit of our product on May 8, 2020 and our completed Voluntary Product Accessibility Template (VPAT) from that audit is available upon request. An independent, third-party audit for Examity is planned for Q4 2020.

Testing was done using the NVDA (version 2019.3.1) screen reader and was optimized for this tool. We are not aware of any compatibility issues with other technologies.

With Examity, it is easy to add special accommodations for specific students. From extra time to assistive technology requirements, administrators can add unique accommodations with just a few clicks. During a live proctored exam, the accommodation will be viewed by the proctor before the student engages.

All proctors are trained on how to utilize each tool to assist a student's needs. Please note that extended time for students is at no cost as a courtesy. Our accommodation workflow is also available in our automated solutions.

Below is a list of common accommodations we support:



- Extended time (the vast majority)
- Use of chat for communication
- Use of screen readers
- Someone assisting with test (reading questions)
- Allowed to read questions out loud
- Additional breaks
- Medications during test
- Stretch breaks on camera
- Off camera breaks
- Diabetic testing, food & beverage allowed

Other Advanced Monitoring Features

Real-time analysis of video is done using tools originally developed by Google for training and deploying machine learning models in the browser. Exami's solution architecture, including our human auditing process, allows us to blend incoming customer data with the mass amount of data already processed in our systems from over seven years in the proctoring industry. This gives us the ability to apply deep learning networks for classification and regression analysis, to observe trends across utilization, academic integrity behavior, user satisfaction, and user experience. This mountain of data in conjunction with publicly available data sets from Microsoft allow us to continually train our algorithms so our clients get the most cutting-edge AI-drive solution on the market. We are leveraging this work to add new features over the next few months that will significantly improve student satisfaction while provided added layers of security.

2. Provide a description of the methods used to ensure integrity of exams, exam passwords, and the testing environment (both the student's location and access to online materials during the exam). These methods should include visual and auditory observation.

Exami has various methods to protect exam integrity.

Prior to the start of the exam, we ask students to perform a 360° room pan to make sure a student does not have access to any unauthorized resources and to confirm that they are alone in the room. Any materials not authorized by the instructor would have to be removed before the student could begin the exam.

Exam passwords are a key gatekeeper when it comes to online proctoring. Exami automatically imports the exam password set in the LMS. Once the student has been authenticated and the exam is launched, they will click our extension to insert the exam password. This ensures students cannot access the exam without being proctored.

Students are continually monitored during the exam session through webcam, microphone, and screen sharing.

Restricting access to digital resources can be accomplished through the use of our lockdown browser, available in live and automated proctoring sessions. By default, the webcam, audio, and browser applications along with accessibility applications are allowed or whitelisted. Instructors are able to input what sites should be whitelisted. Any devices that promote behavior such as mirroring, recording, and tracking key logs are prohibited by default. Whitelisting sites can be toggled on/off by faculty.

In addition, unique to Examity, if the student goes offline during the exam, our software can automatically block the exam in order to protect the integrity of the exam while a student is unmonitored in any of our proctoring modalities. During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Keeping the same proctor throughout the exam coupled with our average one proctor for every two students and auditing process also ensures higher security.

3. Provide a description of your actionable plan to intervene in an exam where the integrity of the exam has been compromised.

During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Our industry-leading student-to-proctor ratio, and our policy of never switching proctors ensures that intervention happens immediately, rather than waiting for a pop-in proctor. In addition, in all of our proctoring solutions, if a student goes offline during the exam, attempts to disable proctoring, or disengage screen sharing, our software can automatically block the exam in order to protect the integrity of the exam while a student is unmonitored.

4. Provide a description of your quality assurance processes to validate the proctor's results before submitting the results to the faculty.

To ensure maximum quality of proctoring results, our human auditing team will review a recording of the exam session and authentication before releasing audio, video, and analytics to the dashboard. Instructors will have access to this full recording, which shows the webcam view as well as everything that happened on the student's screen. Our auditing team undergoes a rigorous training process and their first 20 hours as an auditor is done with a supervisor.

When the onus is on the instructor to audit results, as is this case with our competitors, instructors must spend an average of 6 minutes per test. If you have an instructor with 100 students taking just one exam that's 10 hours of review time. Extrapolated across all faculty and proctored exams, the savings are astounding.

5. Provide a mechanism for a faculty member to share any video evidence of cheating, either by downloading clips, streaming online, or some other similar mechanism should they need to take a student before a review board. Note: Recorded sessions should be available for five years unless available for download.

If instructors require a video file, whether for case building or to provide to a senior administrator who is not a user, Examity can provide this via secure cloud drive, provided a request is submitted to your account manager by the proper institution authority.

Exam data, including videos, is available on the instructor/administrator dashboard for 30 days. All non-red flags are archived for an additional 30 days and then destroyed. All red flag videos are available on the dashboard for one year. Requests for all recordings shall be made by the institution to your dedicated account manager and will be available upon request, so long as all parties comply with all laws, including, without limitation, FERPA. Client data is stored (including PII and ID images) for the duration of the contract. Examity will deliver data in pipe-delimited encrypted format for consumption upon the termination of contract/service with the client. Following the handover, we follow standard data purge and destruction protocols and confirm in writing when completed.

6. Provide a description of mechanisms for protection of faculty content.

Examity uses a variety of methods to ensure the security of testing materials during the exam session. Throughout the exam, Examity will monitor both the desktop and the student, assisted by software that employs seven years of machine learning, AI, and predictive analytics. Observation is done both via the webcam to capture video and the student's microphone to capture sound. In addition, our lockdown browser functionality locks down the testing environment. This ensures the security of testing materials during the exam session by preventing the ability to copy/paste or print test materials.

Unique to Examity, if the student goes offline during the exam, our new software can automatically block the exam in order to protect the integrity of the exam while a student is unmonitored in any of our proctoring modalities. During a Live Premium exam, the most secure level of test security in the market, proctors may intervene in real-time if a violation is detected and can manually block the screen if necessary. Keeping the same proctor throughout the exam, coupled with our low student-to-proctor ratio and auditing process, also ensures higher security.

While some proctoring companies may offer a solution that purports to do find and eliminate test information from the internet, what they are actually doing is a twofold approach that only gives the illusion of removing illicit content. First, this solution generates an external website using your exam content that has been optimized for search engines. When a student attempts to cheat by searching for answers, they are brought to this site and reported. We view this as entrapment and don't believe it fosters a productive and transparent learning environment, it also unnecessarily exposes your intellectual property. Next, they will use your exam content to search the web for answer banks but

can only send DMCA copyright takedown notices to the offending party. This does not guarantee that your exam content will be taken down.

7. Provide a description of how students are prevented from copying, pasting, and printing during exams.

Examity's lockdown browser functionality locks down the testing environment. This ensures the security of testing materials during the exam session by preventing the ability to copy/paste, open new tabs and windows, or print test materials.

8. Provide a description of exam durations being offered.

Examity typically proctors exam between 1-3 hours. However, we can accommodate whatever exam length is required, including 5-8-hour exams. During implementation, we would work with administrators to ensure that our proctor operations team incorporates a plan in place to accommodate longer exams. When scheduling exams exceeding 3 hours, Examity requires coordination with the account manager to ensure successful outcomes.

Our low ratio and commitment to continuing with the same proctor makes a significant difference in the service for students taking long exams. We will be true consultants, offering suggestions in best practices for handling longer exams, minimizing security gaps and personnel handoffs.

9. How are student accommodations verified, provided, and monitored?

With Examity, it is easy to add special accommodations for specific students. From extra time to assistive technology requirements, administrators can add unique accommodations at the course level with just a few clicks. During a live proctored exam, the accommodation will be viewed by the proctor before the student engages.

All proctors are trained on how to utilize each tool to assist a student's needs. Please note that extended time for students is at no cost as a courtesy. Our accommodation workflow is also available in our automated solutions where things will need to be set up in the LMS.

Below is a list of common accommodations we support:

- Extended time (the vast majority)
- Use of Chat for communication
- Use of Screen readers
- Someone assisting with test (reading questions)
- Allowed to read questions out loud



- Additional Breaks
- Medications during test
- Stretch breaks on Camera
- Off Camera Breaks
- Diabetic testing, Food & beverage allowed

10. Will the Solution be able to be used at off-campus premises (testing centers)?

We are currently working with a variety of clients who plan to utilize their own proctors through our system, including a testing center model. We are happy to discuss your needs further and share our roadmap timing and functionality.

B. Software/Hardware

1. Software/Hardware – Provide a detailed description of the following features:

Proctoring Solution Platform

Examity has been providing industry-leading online proctoring in higher education since 2013. Offering an all in one solution for all proctoring needs, what sets Examity apart is our robust support and superior scale. Our position in the marketplace was achieved by our unique and flexible offering of one platform and one workflow for all users, no matter what proctoring solution selected, automated through to live, allowing instructors and administrators to choose the level of security that fit their needs. While others in the market followed our lead and began to incorporate this multi-modal approach, time has shown that this approach is hard to mimic without truly investing in each solution, the student and instructor experience, and a top-tier support team.

Examity's platform, spanning ID verification and online proctoring, includes seamless LMS integration, comprehensive reporting, and industry leading 24/7/365 technical and customer support. With a strong emphasis on flexibility, Examity allows instructors to select the appropriate level of security (from automated through to live) for each unique situation.

- Multimodal Proctoring: Examity's solution provides instructors with the flexibility to select the solution (automated through to live) that best fits their needs – whether they are managing a quiz, a midterm, or a final exam.
- Extensive Integration Expertise: Examity's developed a true expertise for implementation through our work with hundreds of clients. We support and integrate with all commercial and proprietary learning management systems, including D2L. We are the only proctoring solution to achieve LTI 1.3 certification by IMS Global, the gold standard in interoperability, we are able to provide deeper integration and greater security for our partner.



- **Premium Support Services:** Examity's support is unmatched. We have a robust support structure in place to address any and all student concerns. Our team of over 1,500 helpful experts, provides students with 24/7/365 support through online chat, email, and phone, giving them the freedom to contact us however they feel the most comfortable.
- **Efficiency and Scale:** Examity's superior ability to scale, while maintaining the highest level of support and efficiencies, is the reason we are the market leader. It is an absolute necessity when providing proctoring and something that our competitors have not been able to replicate. It is also the reason why we can proctor over three million exams per year and still have an average wait time of less than one minute, the lowest in the industry.
- **Robust Reporting:** Examity provides one-touch access to reporting and analytics. From student satisfaction to violation reports and video files, our reporting provides you with the information you need to immediately assess and address student activity.

Hosting options

All client data, including videos are stored in the United States at Rackspace, a SSAE-16 certified data center with primary and backup facilities in Dallas and Chicago, respectively. Our data retention protocols include the process of transmission, encryption, control, and delivery of data elements via role-based authentication and authorization, enabled by single sign-on (SSO) from the client's systems. We have standard database-wide encryption and PGP 4096-bit encryption (Diffie Hellman Algorithm) used for data security at transmission and at rest.

The Examity platform itself is hosted on a hybrid cloud leveraging Azure and AWS.

LMS integrations

Examity's developed a true expertise for integration through our work with hundreds of clients. Examity has built a best-in-class LTI integration with all other commercial and proprietary learning management systems including, but not limited to, Brightspace, Blackboard, Moodle, and Sakai. Our single sign-on (SSO) creates a seamless integration with the LMS, eliminating the need for additional username and passwords. Instructors, administrators, and students will access Examity through their existing LMS credentials.

We automatically import all information needed to proctor exams via API, allowing information to be made available in real-time. Our import includes course data (instructor name, email, and course name), student data (first name, last name, and email address), and exam parameters (exam name, duration, URL to access the exam, test window, and password). We do not import the actual exam

As a testament to our dedication to data privacy and protection, Examity became LTI 1.3 certified in September of 2019. This certification is the gold standard in education technology. We are the first



and still only online proctoring provider to be certified at the new standards. This means that we provide the most secure LMS integration on the market. No other proctoring company can claim this. LTI, or Learning Tools Interoperability, is an education technology standard developed by the IMS Global Learning Consortium. It specifies the method for a learning system to integrate with outside applications like Exami. What's more, our integration gives you the flexibility to leverage whatever additional testing tools you currently use. While other tools rely on an embedded integration that limits your ability to test outside the LMS and locks universities into one workflow, Exami's solution can proctor inside or outside the LMS. In today's climate, universities require that we adapt as quickly as they do, so our solution is built to transition smoothly from one platform to another.

Publisher Platform integrations

Exami successfully proctors students in any test or publisher platform, including Cengage, Pearson, and McGraw-Hill products to name a few. Like other proctoring companies, we are not limited to proctoring only in an institution's LMS. Our solution architecture means integration is not necessary with these third-party platforms. Course, instructor, and student roster information resides in the LMS. Only the exam resides in the third-party test platform, so we have set up workflows in order to facilitate a seamless proctoring experience with the external applications of your choosing. Exami securely launches students into these platforms and continually monitors the exam as a proctoring layer on top. This process provides the greatest degree of compatibility possible as you add various programs.

Data Centers (locations)

All client data, including videos are stored in the United States at Rackspace, a SSAE-16 certified data center with primary and backup facilities in Dallas and Chicago, respectively.

Third-party or subcontractor partnerships or involvement

Exami proctors and supports the majority of exams with our own full-time employees based in two proctoring and support centers in India. We have engaged with two workforce contractors to support our global proctoring operations as demand has risen and the need for geographical diversity grows with COVID-19. These organizations build and train global teams for Exami, ensuring business continuity should any of our centers be closed due to forces beyond our control (COVID-19, etc.). Once hired, employees of these organizations serve as proctors and support operators who work 100% with Exami.

NIIT Technologies: A leading global IT solutions organization with 36 years of experience in 40 countries, NIIT Technologies helps companies transform at the intersect of unparalleled domain expertise and emerging technologies to achieve real-world business impact.



OP360: Providing intelligent business process outsourcing for companies of all sizes, OP360 helps companies access a highly skilled and reliable global workforce to ensure they meet their needs.

System scalability

Examity's superior ability to scale, while maintaining the highest level of support and efficiency, is the reason we are the market leader. It is an absolute necessity when providing proctoring and something that our competitors have not been able to replicate. It is also the reason why we are projected to proctor over 3.5 million exams in 2020 and still have an average wait time of less than one minute, the lowest in the industry.

Examity's High availability and scaling cloud environment is applied across infrastructure, application and operations. We have high availability with redundancy infrastructure across web, app and databases horizontal and vertical to scale the processing power, and memory elastically to handle high scale transactions. We are backed with a strong business continuity setup across technology and process operations, to handle the scale as well as availability to meet the requirements in Infrastructure and application throttling. Examity is hosted on Azure infrastructure.

System redundancy and availability

Examity maintains 99.95% up-time and has a robust configuration, patch, and change management process with full redundancy in place for performance and scalability. In the event of an unplanned outage of services, Examity will notify PASSHE contacts within 60 minutes of the outage and provide updates to PASSHE contacts every four hours that detail the corrective actions taken and the status of such actions. Examity will also provide details surrounding the root cause of the outage.

We have setup options to ensure database availability by utilizing replication and clustering. We accomplish this by building redundancy for our databases using replication to back up the data from the master database server to a replica database server. In the event of a failure on the master database server, the replica database server can take over and fulfill the role of the database while the master database server is being repaired. We configure our applications to support replication and failover to the replica database server. We also have an active-passive database server cluster configuration. In a cluster, the active database server is connected via fiber to SAN storage. The environment also includes a passive database server for failover. The operating system and application are stored on the server, while the database is stored on the SAN. Should we experience hardware or application failure in the active database server, the application will failover to the passive database server. Here, failover is measured in seconds, requires no manual intervention, and is often unseen by the application due to the minimal availability disruption associated with an automated failover. Only the cluster database service itself needs to restart to resume operation on the other node.

Backup and recovery strategy

We manage redundancy to handle power outages by providing redundant datacenter power and onsite diesel generators. Our data centers deliver a zero-downtime network, and our servers receive continuous internet connectivity, providing an unparalleled experience for our customers and their end-users. Engineers are on-site 24/7/365 to ensure backups are always running and to conduct emergency restores if needed. Our provisioning system allows us to deliver faster operating system re-installs for our customers as needed. Our datacenter has dedicated personnel that maintains onsite part inventories and guarantees the replacement of failed hardware within a single hour. We verify our compliance on an annual schedule. Examity maintains a 24-hour RPO and 24-hour RTO.

Disaster recovery, testing and business continuity plans

Below, we have highlighted some major components that ensure continuity of our proctoring solution.

Proctor and Support Teams:

Over the course of the pandemic, we have increased the number of centers we are leveraging to four, drastically increasing the geographic diversity to ensure business continuity and a high level of service. With data privacy and security being among our highest priorities, we have also architected a robust virtual private network and virtual machine infrastructure so that we may maintain the same industry-leading level of security if a hybrid “work from home” model is required. Moving forward, we will work on a flexible model that focuses primarily on geographically diverse proctoring centers, with the flexibility to quickly shift to a remote, work from home model when necessary.

Availability:

Our high-availability environment mitigates the risk of unplanned service disruptions through a combination of system processes, software, hardware, and infrastructure components, all backed by our dedicated 24/7/365 engineering support team. Our design eliminates single points of failure and decreases the impact of planned disruptions, such as upgrades or maintenance windows.

Examity maintains 99.95% up-time and has a robust configuration, patch, and change management process with full redundancy in place for performance and scalability. In the event of an unplanned outage of services, Examity will notify client contacts within 60 minutes of the outage and provide updates to client contacts every four hours that detail the corrective actions taken and the status of such actions. Examity will also provide details surrounding the root cause of the outage. Examity maintains a 24-hour RPO and 24-hour RTO.



2. Data – Provide a detailed description of the following features:

Data encryption in transit and at rest

Our data retention protocols include the process of transmission, encryption, control, and delivery of data elements via role-based authentication and authorization, enabled by single sign-on (SSO) from the client's systems. We have standard database-wide encryption and PGP 4096-bit encryption (Diffie Hellman Algorithm) used for data security at transmission and at rest.

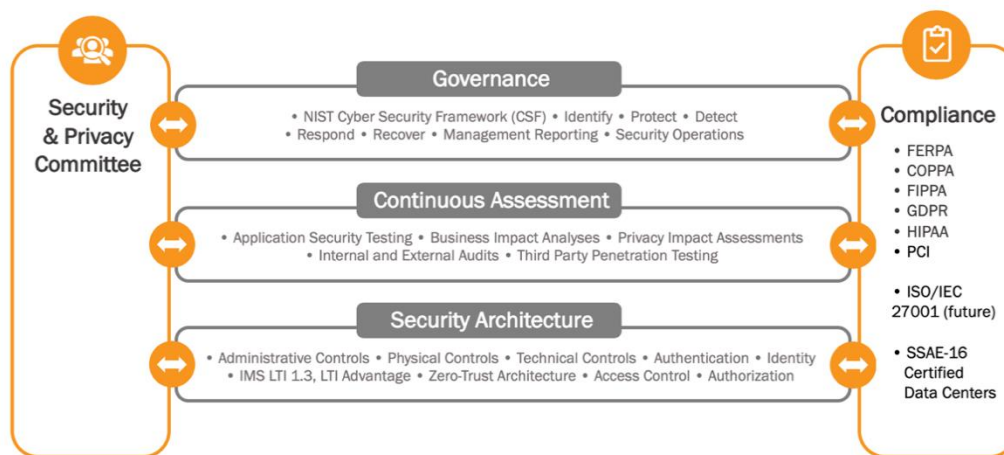
Security – data access and protection

All client data, including videos are stored in the United States at Rackspace, a SSAE-16 certified data center with primary and backup facilities in Dallas and Chicago, respectively. Our data retention protocols include the process of transmission, encryption, control, and delivery of data elements via role-based authentication and authorization, enabled by single sign-on (SSO) from the client's systems. We have standard database-wide encryption and PGP 4096-bit encryption (Diffie Hellman Algorithm) used for data security at transmission and at rest.

Examity has a range of auditing & monitoring instrumentation of the environment, log analysis, anomaly detection, event management, SIEM, etc.

Specifically, we perform active 24x7 monitoring for security events, including but not limited to, regularly reviewing and analyzing audit logs, logging for ingress and egress communication, monitoring and login attempts and authentication failures, security monitoring and logging for access to critical system files, security monitoring and logging for suspicious activity (e.g. on the network, database, IDS, IPS), logging for access to personal or sensitive information, access to critical data.

The following chart is an illustration of Examity's approach to security, including leadership oversight and adherence to rigorous certifications and protocols.



Data breaches

A dedicated communication and resolution team handles our documented incident response plan and data breach management protocol. In the event of a data breach, clients will be notified within 24 hours. The dedicated account manager handles all communications through the life cycle of the incident, root cause, and resolution documentation, and executes the process with the management, IT, Engineering, and other third-party personnel that need to be included in the resolution process. Our incident management plan is reviewed annually.

Ownership of data

PASSHE will be the data controller, retaining ownership over the data, Examity is simply the data processor and, at the termination of services, will ensure that all client data delivered as outlined below.

Termination of services; what happens to the data?

Client data is stored (including PII and ID images) for the duration of the contract. Examity will deliver data in pipe-delimited encrypted format for consumption upon the termination of contract/service with the client. Following the handover, we follow standard data purge and destruction protocols and confirm in writing when completed.

Restrictions on amount of data stored on the proposed solution

There are no restrictions on the amount of data stored, only the time period. Exam data, regardless of size is available on the instructor/administrator dashboard for 30 days. All non-red flags are archived for an additional 30 days and then destroyed. All red flag videos are available on the dashboard for one year.

3. Security – Provide a detailed description of the following features:

Restrictions on number of users accessing the proposed solution

Our team is typically staffed to handle 11,000 exams/day. We are able to increase our capacity with notice. We can support incremental demand and organic growth with our normal capacity planning. If there is an anomaly influx of 500 exams in a 24-hour period, Examity can make that work.

While we understand clients may wish to maintain a simultaneous testing schedule, this is not a best practice in the online proctoring industry and we strongly recommend asynchronous testing. Online students are dealing with technology and require flexibility. Examity recommends a 24-48-hour

window at a minimum. This is a result of our experience proctoring millions of exams combined with established best practices for online assessments.

Those that feel strongly about testing at the same time, might also consider overlapping student start times in 30-minute increments so that many students overlap.

Student Privacy

At Examity, ensuring trust in the exams that we proctor has always been our top priority. We have a Chief Information Security officer that heads up our privacy and data protection strategy with a particular consideration for test taker demographics. We understand the privacy questions and concerns that come with the use of data for online proctoring and exam monitoring, and we know how important it is to be clear about what we do with student data, and, more importantly, what we don't do.

What We Do:

- We use students' names, email, photo ID, digital signature, and challenge questions to validate their identity before taking an exam.
- We use students' phones and email to make sure our support team provides effective support.
- We use students' names and email to confirm that they are registered to take an exam as well as send them reminders about it.
- We use their time zone to show them the right exam schedule.

What We Don't Do:

- We do not sell, share, or market student data to third-parties.
- We do not analyze student data to infer more information about them.
- We do not store student data past the length of our contract with your institution/organization.
- We do not use student information to sell or market to them.

Security-related policies and procedures to which the Offeror's employees are required to adhere

Examity complies with international privacy regulations and laws, including those listed below. That means that you can feel secure that our privacy and security practices meet the highest standards for online proctoring.

FERPA: Family Educational Rights and Privacy Act of 1974

FIPPA: Freedom of Information and Protection of Privacy Act



GDPR: The General Data Protection Regulation

COPPA: The Children's Online Privacy Protection Act

HIPAA: The Health Insurance Portability and Accountability Act

Web usability and ADA compliant accessibility of the proposed solution

Examity provides test integrity solutions with a strong focus on accessibility, ensuring equitable access for all students and instructors. Examity (20.5) is fully compliant with Web Content Accessibility Guidelines (WCAG) 2.0 Level A and Level AA for student and instructor roles.

Accessibility is a fundamental part of our development process. We continuously assess and update our product and materials to meet the high standards and accessibility best practices established within the WCAG Guidelines. We completed a full internal audit of our latest product version (Examity 20.5) on May 8, 2020 and our completed Voluntary Product Accessibility Template (VPAT) from that audit is available upon request. An independent, third-party audit for Examity 20.6 is planned for Q3 2020.

Testing was done using the NVDA (version 2019.3.1) screen reader and was optimized for this tool. We are not aware of any compatibility issues with other technologies.

Proctoring tools must be IMS Global Certified

We are the only proctoring solution to achieve LTI® 1.3 certification by IMS Global, the gold standard in interoperability, we are able to provide deeper integration and greater security for our partner.

Examity was also the first online proctoring provider to adopt the LTI® Proctoring Services standard by IMS Global Learning Consortium. Built on the innovative IMS Learning Tools Interoperability® standard, LTI Proctoring Services aligns with best-in-class learning management systems and assessment platforms to deliver a credible and secure user experience for students, administrators, and proctors.

The IMS LTI Proctoring Services standard is designed to enable assessment platforms to integrate seamlessly and securely with proctoring technologies. The standard will allow Examity to further streamline the entire proctoring and test-taking process, facilitating an easier exam setup, simplifying the user experience for students, and reducing instructors' time reviewing proctoring results.

C. Technical and Customer Support

Provide a detailed description of the following:

How is training provided to LMS staff, distance education services staff, faculty and students? Are ongoing training resources such as user documentation, how-to videos, and step-by-step instructions readily available in formats that allow for easy dissemination on institution's website, by e-mail, or by hard copy?

We are dedicated to ensuring all users are comfortable with our software and processes. With this in mind, we look at training as an ongoing process for our clients at no additional cost. At the start of the engagement, we will offer complete training for all team members (virtual, on-campus, group, and one-on-one). Understanding that team members change, and programs may grow, we always offer additional training for your team.

Onboarding: As part of the onboarding process, instructors and administrators are given unlimited, live training sessions with a dedicated account manager. These sessions last between one to one and a half hours. As your programs grow, the Examity account manager will also provide one-on-one or group training to all future users. In addition, the Examity account manager is accessible for any questions that may arise once training is complete. At the conclusion of the training, instructors and administrators are provided everything, including language to use in syllabi, email toolkits, and announcements.

Ongoing: On an ongoing basis, Examity will continue to provide consulting services and documentation for admins, instructors, and students in support of best practices for online learning and proctored assessments. Consulting services and documentation are always customized to your needs, ensuring a smooth onboarding process for all. These services are considered a part of the overall solution that Examity will provide; there are no additional charges for our custom training or documentation.

Resources: Typical documentation materials include: LMS-specific instructor/admin guide, video tutorials, instructor/admin email templates, student guide, syllabus language and free automated practice tests. We also maintain a robust student FAQ repository on our website for easy access. In addition, we have the largest and most effective support team in the industry to provide 24/7/365 support to your students if any issues arise.

Materials are updated regularly based on product updates and feedback from support staff and account managers. For instance, if we see an increase in support tickets for a particular issue, we can update the product itself or the communication materials in order to provide the best possible experience.



Technical support for faculty, staff, and students

Support is the cornerstone of the Examity solution. Being able to provide a high level of support is one of the most important value-drivers in online proctoring. This is achieved through scale and training.

Our business is built on our ability to leverage our 1,500+ proctor and support staff to be available and ultra-responsive regardless of the volume of requests and the time of year. We do not offer “service hours” or require students and faculty to leave messages in hopes that someone will contact them back quickly.

Examity’s support team goes through a rigorous training process and have come to us with years of experience from companies such as Dell, Google, and Microsoft. This allows them to answer everything from simple platform questions to providing complex technical troubleshooting.

Because the needs of faculty and students are different, we created two separate support structures:

Student Support: Examity offers students support 24/7/365 via live chat, email, or phone. With a straightforward workflow, the Examity dashboard is easy to navigate for all steps in the student process - from profile creation to exam launch. If the need comes up, students are encouraged to contact Examity for assistance, i.e. profile setup help, scheduling or rescheduling an exam, or making sure their computer meets our system requirements. If a student is authenticating or taking an exam with a live proctor, Examity will troubleshoot with the student in real-time. All technical support issues are tracked within Examity’s ticketing system and are reviewed by management.

Faculty/Administrative Support: Examity provides faculty and administrators with a dedicated account manager, who can facilitate support during both normal and non-traditional hours, and especially during heavy testing periods. Your dedicated account manager will be with you from the very beginning, from implementation and training to ongoing support throughout our contract. We do this because we believe that a strong relationship with open communication yields the best results. The Examity platform is very easy to navigate and requires minimal ramp up time but having a dedicated representative at your fingertips instills a sense of comfort and confidence for institutions.

Technologies required on devices being used by students (i.e., web cam, microphone, etc.)

Examity requires a laptop, desktop computer or Chromebook, 2GB or more of RAM, microphone and speakers, and a webcam.

Support of devices, operating systems, and web browsers

Examity supports Windows 7 or later, Mac OS X 10.8 or later, and ChromeOS.



Examity is fully browser-based, requiring no additional software. We currently support Google Chrome. Microsoft Edge is currently in testing, and Firefox is on the product roadmap.

Third-party integrations

Examity has built a best-in-class integration with all commercially available learning management systems and many proprietary systems. Examity successfully proctors students in any test or homework platform, including Cengage, Pearson, and McGraw-Hill products unlike other proctoring companies who can only proctor in an institution's LMS. Our solution architecture means integration is not necessary with these third-party platforms. Course, instructor, and student roster information resides in the LMS. Only the exam resides in the third-party test platform, so we have set up workflows in order to facilitate a seamless proctoring experience with the external applications of your choosing. Examity securely launches students into these platforms and continually monitors the exam as a proctoring layer on top. This process provides the greatest degree of compatibility possible as you add various programs.

Active Directory

For some clients, we do provide custom integrations with their Student Information System (SIS) using LDAP Active Directory as well in order to pull data elements not typically found in the LMS. For instance, if a client would like student ID photos to be pulled in via RESTful APIs from the SIS, rather than uploaded by the student. We can discuss with you what the appropriate integration would be to best fit your needs.

Customer Support Operations (assistance for users with difficulties accessing or using the solution, account manager's role)

Examity offers students support 24/7/365 via live chat, email, or phone. With a straightforward workflow, the Examity dashboard is easy to navigate for all steps in the student process - from profile creation to exam launch. If the need comes up, students are encouraged to contact Examity for assistance, i.e. profile setup help, scheduling or rescheduling an exam, or making sure their computer meets our system requirements. If a student is authenticating or taking an exam with a live proctor, Examity will troubleshoot with the student in real-time. All technical support issues are tracked within Examity's ticketing system and are reviewed by management.

In addition, Examity provides faculty and administrators with a dedicated account manager, who can facilitate support during both normal and non-traditional hours and especially during heavy testing periods.



Available ordering methods – online ordering, order tracking, search options, order history

Examity can support a variety of payment options. In Examity’s “student pay” model, students are asked to submit payment once a date and time for their exam has been confirmed. Students will be prompted to enter a credit or debit card through an Examity pay screen.

Examity also has a “university pay” model in which billing is on a monthly basis and invoiced according to usage for that month. Invoices will not include taxes for which an exemption applies.

We can also structure a hybrid model where the client would be responsible for proctoring fees and billed monthly and students would be responsible for any additional fees associated and prompted for payment upon scheduling. Examity fees are only tied to proctored exams; there are no recurring fees for anything additional such as implementation, training, or ongoing support.

After working with over 350 universities, we understand that managing budget restrictions is absolutely critical for a successful online testing strategy at any institution. Institutions need the right proctoring solution at the right time. That’s why each school will have an account manager that will work with them to ensure our billing approach matches their budget and financial planning. While some solutions on the market may try to force-fit one pricing model that makes proctoring available across all courses, this can often lead to overuse of the tool, quickly resulting in cost overruns. Examity will work with your administrators to ensure the right courses use our solution and the appropriate proctoring security levels are utilized. Our account managers act as strategic advisors so that the right solution is in place for each testing scenario with considerations made for exam integrity and budget. This includes monthly usage reports by proctoring level, monthly and daily exam counts, and stop gaps in place to help each school manage their budget.

III.4. Reporting Needs

Provide a description and samples of available data reports. Do they include the length of exams, number of exams, list of students registered? Are customized reports available

Examity offers unmatched, one-touch access to reporting and analytics that can provide insight to the student experience. From student satisfaction to violation reports and video files, our reporting provides you with the information you need to immediately assess and address student activity.

Our standard reports include:

- **Schedule Status:** View how many of your students scheduled a proctoring session for your exam. You may send reminder emails to those students who have not yet scheduled a session via this report
- **Schedule Details:** This report provides a summary of scheduled appointments with a run-down of the details.



- Exam Status: This is the most comprehensive report, providing you with scheduled appointment details and the flags/comments associated with proctored exams.
- Evaluations: Students are prompted to take a satisfaction survey after they have completed an exam with Examiity.
- Launch Times: This report will show you the time it takes between authentication beginning and when the student clicks “Begin Exam.”

Examiity can also create customized dashboards for client administrators who only require very high-level reporting user response time and system performance. Common metrics include usage by proctoring level, overall exam count (daily or monthly), wait and launch times, monthly billing, and/or violations.

D. Value-Added Services

Describe in detail any value-added services that the Supplier can provide. This includes but is not limited to competitive advantages, efficiencies, and optional services distinct from the main technical requirements.

Automated Practice Exams:

Examiity provides unlimited automated practice exams to allow students to get familiar with our platform prior to their exam. Our training sessions and instructor materials provide clear instructions for how to set up these exams. There are no costs for these automated exams. We also maintain a robust student resource center with user guides and troubleshooting tips, as well as an FAQ repository on our website for easy access.

Pencil-to-paper Exams:

Examiity is the only provider on the market that has proven to effectively accommodate pencil-to-paper exams at scale. Examiity’s recommended method of proctoring pencil-to-paper exams is using Live Premium. We ensure that exams are kept confidential and secure using special instructions, all while being monitored and facilitated by a human proctor. Examiity will consult each instructor by providing best practices around paper exams and what configuration best fits their requirements.

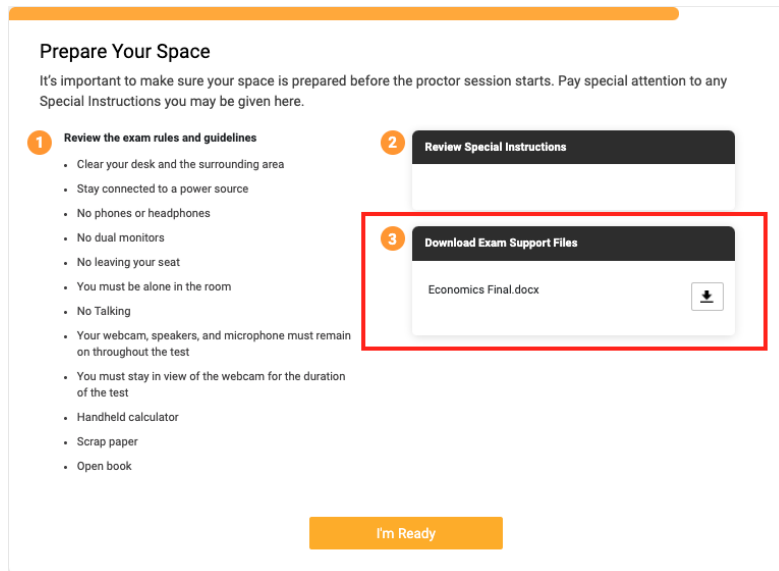
The following is one configuration that we recommend, which involves using Examiity to both store and submit the exam: When configuring their exam in Examiity, instructors will click “Yes” to allow the student to upload the completed exam.

Next, they'll upload the exam into supporting documents.

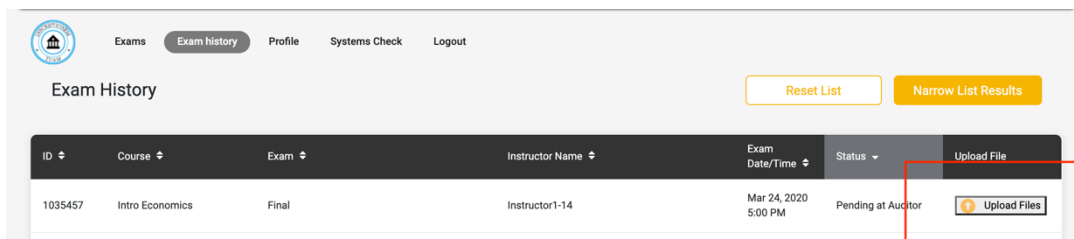
Then, instructors will provide any instructions to be read by the proctor to ensure the exam is submitted securely.

That's it! Once the exam is complete, instructors will access the uploaded file from their dashboard and view exam results just like any other exam.

Student Experience: Students will be launched into Examity from the LMS and select their exam from the dashboard, just like any other exam. During the authentication process, as a part of the environment check, students must show both sides of any scrap paper to the proctor to make sure it is blank. Once the authentication process is complete and the test environment is secure, the Excel, Word, or PDF document will be available to students for download.



Proctors will monitor the student during the exam to ensure the test is taken fairly as in all proctoring scenarios. At the conclusion of the exam, the student will follow the proctor's instructions, as provided by the instructor to either scan the exam or snap pictures using their phone and add to their desktop. To submit, students return to their dashboard and click "Upload Files" next to the exam.



Examity's solution ensures the same level of security provided in written exams as any other type of exam. There several ways to modify this workflow and your dedicated account manager will work with you to determine the best fit for you and your students.

Addressing Potential Bias in AI:

Automated proctoring from any provider on the market relies on robust AI and machine learning to provide effective proctoring. With the use of AI, there is inherent bias due to how models are trained. Examity is the only proctoring provider actively working to reduce bias in our AI. Bias in AI is currently an active area of research in the machine learning community, who have identified at least five significant causes of bias in AI models: sample bias, exclusion bias, experimenter bias, prejudice bias, and measurement bias.

As we monitor and refine our models, addressing bias is a chief concern, and we are working to address bias through the following:

- **Supervised Learning:** As we build our models, we assess the data that we train the models with - more specifically - providing clear examples of cheating and not cheating - so that the machine learns to distinguish between the two.
- **Diverse Data Sets:** The data that we apply to our model comes from a diverse test-taker population, representing many different types of learners. These data sets present strong representation across race, gender, and age. In truth, we do not have a single standard type of test-taker, which reduces the risk of bias in our data selection.
- **Data Monitoring:** In Q4 of 2020, we will begin working on the concept of an AI model that will audit our proctoring results and assess potential bias within our data. We are in the early stages of exploring how we build and feed this model.

Implementation Timeline

Examity is available to begin implementation immediately after contract signing. Examity has a 30-day end-to-end implementation process and is confident we can meet the implementation completion targets of your member institutions.

Examity is committed to a smooth implementation, including training for proctors. To ensure a successful rollout, Examity coordinates a five-point implementation process for every new partnership. This process includes the following steps:

- **Parameters:** Examity feels it is crucial to begin any partnership with a shared understanding of goals and logistics. To this end, Examity will host an initial kick-off call with a PASSHE institution to understand their needs. These meetings bring together individuals involved in the technical integration, implementation, and support at each institution and Examity. We then outline targeted launch dates, identify appropriate contacts and roles, and create an overall solution workflow.
- **Integration:** Organization is vital to a successful rollout, which is why we create a task and milestones document to outline the process. Examity's senior technical success manager will discuss this document with each institution and go over our integration stages, which consists of requirements, data configuration, system validation/testing, and deployment.
- **Communication:** Examity considers regular ongoing communication with our clients to be an essential part of our services. Examity will provide support throughout the relationship, including quarterly business updates and reviews, contract and billing management, and consultation on strategic best practices for usage.

- Training: We are committed to making sure all users are comfortable with our software and processes. With this in mind, we look at training as an ongoing process for our clients. We offer complete training, including virtual, onsite, group, and one-on-one, for all of your team members. We also know that teams can change, and programs may grow, which is why we will always offer additional training whenever you need it. Examity also provides custom communication and training documentation and videos for administrators, staff, and test-takers.
- Support: Examity's support team is unmatched. Along with your account manager, you will have access to on-demand support 24/7/365. Prior to launch, you'll be introduced to the roles and responsibilities of our support team, so that we can help with all of your needs.

Throughout this process, Examity team members are assigned action items for each part of the implementation. Weekly or bi-weekly meetings are scheduled (as needed) depending on the size and scope of the assigned action items.

On the next page, we've included our proposed timeline for implementing services.



Examity Implementation Timeline

Stage 1: Kick Off & Requirements

	Owner	Stage 1	Stage 2	Stage 3	Stage 4
Kick-off Meeting: Review milestones, roles	Examity	✓			
Define integration requirements	Examity/Client	✓			
Review integration & flow with Client	Examity	✓			
Review courses, exams, and test-taker data	Examity		✓		
LMS info & security data exchange	Examity/Client		✓		
Access and review LMS – specific detail	Examity		✓		

Stage 2: Configuration & Data

	Owner	Stage 1	Stage 2	Stage 3	Stage 4
Create test simulation plan	Examity			✓	
Actual exam data and user files review	Examity/Client			✓	
System configurations setup automation completion	Examity			✓	
Courses, exams and test-taker data automation setup	Examity			✓	

Stage 3: System Validation/Testing

	Owner	Stage 1	Stage 2	Stage 3	Stage 4
Internal test cycles (test-taker, admin, exam rules)	Examity				✓
System testing (test-taker, admin, exam rules)	Examity				✓
User acceptance testing (admin/test-taker)	Examity/Client				✓

Stage 4: Deployment

	Owner	Stage 1	Stage 2	Stage 3	Stage 4
Final site review and sign off	Examity/Client				✓
System launch complete	Examity				✓

Partnership Agreement

Include a detailed response to Appendix C, Exhibit A, OMNIA Partners Response for National Cooperative contract via the State System's eProcurement Exchange by the Submission Date/Time listed in Section I.3 of this RFP. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Examity is the ideal online proctoring provider to execute the ambitious goals outlined in Appendix C, Exhibit A, OMNIA Partners Response for National Cooperative contract. OMNIA Partners has a sterling reputation as this country's largest and most experienced cooperative purchasing organization in the public sector. Its work as a trusted resource and partner for organizations and institutions across the country has unlocked unquestionable value for its participants by providing access to leading vendors at competitive prices. Participants across state and local government, higher education, K-12 education, and non-profits have not only reaped economic benefits from the economies of scale provided by the organization, but also innumerable strategic benefits by being part of a cooperative that prioritizes the public good. Examity not only aligns with the values that OMNIA Partners demonstrates in this pursuit, but also in our approach to collaborative, synergistic partnerships that drive value for all stakeholders.

Below we have outlined what makes Examity the ideal online proctoring partner to make this collaboration with OMNIA Partners and Pennsylvania State System of Higher Education a success. We believe a successful partnership comes from selecting the vendor with the greatest depth and breadth of experience, a clear plan for adoption and implementation, and a defined proposal for tracking our progress together.

Experience: Examity has over 500 clients, including 361 institutions and organizations across the U.S. with test-takers in all 50 states. We've been providing best-in-class live and automated proctoring to these clients since 2013 and we are on track to proctor 3.5 million exams in 2020. Our depth of experience can be captured in the partnership-approach we take with our clients, often developing custom workflows to meet their goals. Unlike others in the market, we don't think of online proctoring as an out-of-the box solution that requires clients to modify their approach. At Examity, we recognize that organizations and institutions are complex groups that require flexibility on the part of their providers. Our ability to adapt allows us to tailor our solution and implement exactly what our clients envision. While we partner with numerous clients at the institution level, we also have a wide variety of partnerships with prominent higher education systems, membership groups, content providers, admissions and placement exams, NCLEX prep nursing exams, standardized exams, and test platforms. Such partners include Kaplan, the College Board (ACCUPLACER), and GMAC. These partnerships depend on our ability to effectively implement with, market to, and advocate for their constituents. Examity has the experience to understand how to

effectively achieve the goals of the cooperative while uniquely solving challenges at the individual level. We will bring this experience to bear in working with OMNIA Partners and PASSHE to drive adoption and make our solution as accessible as possible.

Adoption: The recipient of this contract will need to effectively collaborate with OMNIA partners to develop and deploy effective marketing, sales, and administration plans. Our team will work with your assigned Director of Partner Development to develop a comprehensive strategy to promote the Master Agreement to your constituents. This will involve stakeholders from sales, marketing, training, operations, and support. Our marketing team will ensure that compelling marketing messaging (including collateral and thought leadership) is executed through an omnichannel approach including, web, trade shows, advertising, social media, email, and PR.

Our approach will also include robust training for the OMNIA Partners sales team to ensure they understand our product as thoroughly as our own teams. Examity will collaborate with OMNIA Partners to reach participating and prospecting public agencies through individual and joint sales calls, customer service, and training sessions. We will also work with OMNIA Partners contracting teams as outlined in Appendix C.

Our sales team will be effectively trained and briefed to actively sell through this Master Agreement to ensure that organizations and institutions can take advantage of this cooperative. Examity has a nationwide sales presence that will drive new business as well as further adoption by existing cooperative members. Our well-tested integration process will ensure seamless implementations and our proven ability to scale will provide the robust infrastructure to maintain our industry-leading wait times and support metrics.

Tracking Success: As with any deployment, whether at the individual or cooperative level, tracking success is critical. Our success metrics for this agreement can be broken into two categories: new business growth and increased adoption with existing members. OMNIA Partners will receive monthly briefings on usage statistics, exam counts, billing, and other KPIs that may be defined by OMNIA Partners for current clients, as well as sales metrics reviewing pipeline and recently closed deals. We have experience with a diversity of membership groups to draw on, but we are also open to the reporting mechanism that would most suit OMNIA Partners and our shared goals.

To conclude, Examity will bring seven years of broad and deep experience in online proctoring, coupled with proven strategies for driving adoption, and clear reporting for tracking success to ensure a long and successful partnership with OMNIA Partners and PASSHE members.



Addendum #1



Notice of RFP Addendum

Date: **October 16, 2020**
 Solicitation Name: **Online Proctoring Solutions**
 Solicitation Number: **RFP #2020-COOP-LAV-45**
 Subject: **Addendum #1**

To All Offerors:

In accordance with Section I-5 C. of the above referenced RFP, this Addendum #1 provides answers to all questions submitted by potential Offerors.

No other changes are being made to the RFP. Proposals must be received by the Issuing Office (via the State System's [eProcurement Exchange](#)) on or before October 26, 2020; 2:00 P.M. EDT.

QUESTIONS/ANSWERS

#	Question	Answer
1	Is the respondent to be directly involved in the proctoring itself rather than simply providing the platform / technology for the proctoring?	The RFP requests proposals for both Live Online and Automated Proctoring Services.
2	Can companies from Outside USA can apply for this? (like, from India or Canada)	Yes.
3	Do we need to come over there for meetings?	No.
4	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	Yes.
5	Can we submit the proposals via email?	Emailed proposals will not be accepted. Please see Section I.5.1. of the RFP. Proposals must be submitted online via the State System's eProcurement Exchange.
6	Is it a requirement that vendors submitting a proposal agree to Administration Agreement with OMNIA Partners? If not, how does the respondent indicate they are opting-out?	Yes, it is a requirement of the RFP that Offerors agree to execute an Administrative Agreement with OMNIA Partners. If an Offeror cannot agree with this requirement, they should not submit a proposal.

7	Is it necessary to agree to, and comment on, both the OMNIA contract, as well as PASSHE State contract BB-3.1?	Exceptions to contract terms may be submitted, however, they may not necessarily be accepted.
8	Could an existing signed contract with PASSHE based on PASSHE State contract SPC-1.2 be used instead of all other contracts as a basis of contract under this RFP?	No.
9	Along those lines, we are wondering why PASSHE State contract BB-3.1 was included as a basis of contract in this RFP, instead of PASSHE State contract SPC-1.2?	Contract BB-3.1 allows more flexibility under this solicitation.
10	If the OMNIA contract is a mandatory requirement, does it allow us to include our own standard terms and conditions of purchase that would apply as between the purchasing entity and ourselves?	Please refer to the RFP, Section II.2.E. and Section IV.2.G. Offerors should be familiar with the terms of the OMNIA Partners Appendix C documents, specifically Exhibit A.
11	Can you please explain the contractual structure under this RFP? Would the OMNIA contract prevail if there's a conflict? Or would the State contract prevail? Would there be any other terms that we could include, and where would these rank in order of precedence?	The State System's contract will be the governing contract and will take precedence over any Offeror's terms. Per Section IV.5 of the RFP, submit any user agreements, license agreements, etc. under Folder #3 at the eProcurement Exchange.
12	Will the PASSHE System allow each of the 14 universities to implement their preferred proctoring solution, or will all 14 universities be required to use a specific solution as a result of this RFP?	Each university may select a preferred proctoring solution from one of the selected Offerors awarded a contract from this solicitation.
13	Can you provide a list of the LMS systems used among the 14 universities?	All 14 universities use Brightspace by D2L.
14	Can you provide a list of any or all 3rd party testing platforms used among the 14 universities?	This information is not available.
15	Will payment of proctoring fees be paid by the PASSHE system, each school, or the students?	Payment will be made by each university.
16	Can you provide a break-down of the use of live online proctoring compared to automated proctoring or record and review proctoring in terms of an annual percentage or actual numbers?	This information is not available.
17	Will the evaluation team be comprised of university personnel or all PASSHE System personnel?	The evaluation team is comprised of both university and Office of the Chancellor personnel.

18	Do you prefer a product that doesn't require proctor remote access to students' computers?	No preference.
19	For the Evaluation Criteria (V.2) A-F, have you assigned a percentage of the total score for scoring Technical Criteria? Technical is weighted 67% of the total score (33% to cost). However, is there a weighting for A-F in the evaluation criteria?	No additional weighting will be used.
20	Could Word versions be provided of the Commonwealth of Pennsylvania Standard Contract (PASSHE-BB-3.1) and the OMNIA Partners contract (Appendix C; Exhibit A, B, and C – OMNIA Partners Natl Contract) to provide responses and redline exceptions (if any)?	Word versions of the contracts have been made available at the Documents Tab at the eProcurement Exchange.
21	Will each individual school contract for services directly with the vendor via the PASSHE agreement or will PASSHE be executing 1 agreement and order form for the system of schools to utilize?	One Master Outline Agreement will be issued to each awarded Offeror. Universities will issue individual purchase orders for services against the Master Outline Agreement.
22	Appendix A Data Security Addendum - Is this a contract addendum that should be reviewed by all prospective vendors and exceptions, if any, submitted with proposal?	Yes.
23	What Higher Education institutions are served by Omnia partners currently and would be able to buy off of this contract? Can Omnia Partners provide a list of institutions that it currently serves in Higher Education?	Over 60,000 public agencies have accessed a contract in the OMNIA Partners' portfolio in the last 12 months. This includes, states, cities, counties, k-12 school districts, colleges and universities. A list of all participants will be provided to the awarded supplier(s).
24	Would PASSHE/OMNIA also consider a hybrid live/automated service option where a live proctor is engaged when our Automated AI detects suspicious activity?	Yes.

25	<p>We recognize that this is a state-wide RFP and as such an accurate answer to this question may be challenging. However, an estimate is appropriate and is useful to us in understanding current proctoring practices at the institutions.</p> <p>Would you please estimate the number of exams proctored annually for each of the proctoring modalities below? Or, you may state an estimate of the total number of exams annually proctored and estimate the percentage proctored by each modality. Thank you.</p> <p>MODALITY:</p> <p>Live, online proctoring Automated virtual proctoring Record & Review virtual proctoring Testing Center at your school Testing Center at another educational institution Professional testing center (i.e. PearsonVUE, Prometric) Approved proctoring professional (i.e. Human Resources Director at a Corporation) Instructor-as-Proctor Other</p>	<p>Volume estimates are not available.</p>
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Addendum #2



Notice of RFP Addendum

Date: **October 20, 2020**
Solicitation Name: **Online Proctoring Solutions**
Solicitation Number: **RFP #2020-COOP-LAV-45**
Subject: **Addendum #2**

To All Offerors:

Section III.3.B. of the above referenced RFP is being amended as follows:

The requirement that the Proctoring Solution **must be IMS Global Certified** has been deleted.

Software/Hardware

Proposals should specify all software and hardware requirements such as computing graphics, RAM, and storage capacity. The Proctoring Solution must be compatible with all current operating systems and must be entirely browser-based and support all current versions of popular browsers (i.e., Firefox, Chrome, and Safari). The Proctoring Solution must have been implemented in a higher education environment for more than two years, and must provide a smooth workflow process for administration, faculty and students. It must be customizable with university logos. ~~The Proctoring Solution must be IMS Global Certified.~~

No other changes are being made to the RFP. Proposals must be received by the Issuing Office (via the State System's [eProcurement Exchange](#)) on or before October 26, 2020; 2:00 P.M. EDT.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: EXAMITY INC.
Street: 153 NEEDHAM ST
City, State, Zip Code: NEWTON, MA 02464

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I NICHOLAS C MALONE, an authorized representative of EXAMITY INC., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
[REDACTED]		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

N.C. Malone

CFO

Date

Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: EXAMITY INC.

Street: 153 NEEDHAM ST

City, State, Zip Code: NEWTON MA 02464

State of MASSACHUSETTS

County of MIDDLESEX

I, NICHOLAS MANWILE of the SODBURY
Name City

in the County of MIDDLESEX, State of MA
of full age, being duly sworn according to law on my oath depose and say that:

I am the CFO of the firm of EXAMITY INC.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Nicholas Manwile CFO
Authorized Signature & Title

Subscribed and sworn before me

this 21st day of December, 2020

Tori A. Silva
Notary Public of Massachusetts
My commission expires March 4, 2027

SEAL



TORI A. SILVA
Notary Public

Commonwealth of Massachusetts
My Commission Expires March 4, 2027

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: examity inc.
Street: 153 Needham Street
City, State, Zip Code: Newton, MA 02464

Proposal Certification:

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/18/2020

Date

DocuSigned by:

CFO
8883F19B1E704FB...
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:

8B83F19B1E404FB
Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

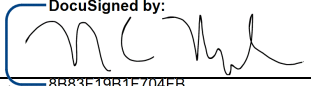
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	examity inc.		
Address:	153 Needham Street		
City:	Newton	State: MA	Zip: 02464

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

DocuSigned by:

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 Signature

Nick Malone

CFO

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: [REDACTED]	Name:
Home Address: [REDACTED]	Home Address:
Name: [REDACTED]	Name:
Home Address: [REDACTED]	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21st day of December
2020.

[Signature]
(Notary Public)

My Commission expires: March 4, 2021

[Signature]
(Affiant)

NICHOLAS MAHONEY, CFO
(Print name & title of affiant)

(Corporate Seal)



TORI A. SILVA
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 4, 2021

Requirements for National Cooperative Contract
Page 50

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____ Bidder/Offeror: examity inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

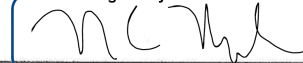
ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Nick Malone

Signature: _____

DocuSigned by:



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Title: CFO

Date: 12/21/2020



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EXAMITY CORPORATION

Trade Name:

Address: 34 MAIN STREET
NATICK, MA 01760-0176

Certificate Number: 2228323

Effective Date: April 24, 2018

Date of Issuance: December 22, 2020

For Office Use Only:

20201222112917547

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or

on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act,"** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and

the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement

- programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
 - c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
 - d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
 - e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R.

pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

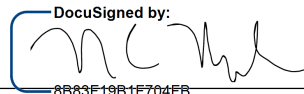
Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, examity inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:


Signature of Contractor's Authorized Official

Nick Malone CFO

Name and Title of Contractor's Authorized Official

12/18/2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political

subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A

“payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: examity inc.

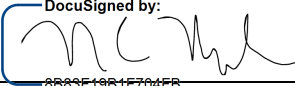
Address, City, State, and Zip Code: 153 Needham Street Newton, MA 02464

Phone Number: 1-855-392-6489 Fax Number: 508-545-2595

Printed Name and Title of Authorized Representative: Nick Malone

Email Address: nmalone@examity.com

Signature of Authorized Representative: _____

DocuSigned by:

8B83F19B1F704FB...

Date: _____

12/18/2020

EXAMITY SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is entered into as of the _____ day of _____, 2020 (the “Effective Date”), by and between _____, with an address of _____ (“Customer”) and Examity Inc., with an address of 153 Needham St., Newton, MA 02464 (“Examity”). Customer and Examity hereby agree as follows:

- 1. Services:** Examity owns certain proprietary products (including proprietary hardware and software) related to the monitoring of online examinations, including without limitation the Examity web site (the “Examity System”). Utilizing the Examity System, Examity agrees to provide the online examination services to Customer further detailed on Exhibit A attached hereto (the “Services”).
- 2. Examity Obligations:** Examity shall provide the Services as detailed on Exhibit A attached hereto. Nothing contained herein shall prohibit Examity from providing the same or similar Services to any other parties, including without limitation competitors of Customer. Examity shall make each examination recording available to Customer and the applicable class professor (“Customer Parties”) through the Examity System for thirty (30) days after such recording is made. All recordings will be archived for an additional thirty (30) days (except that any red-flagged examination will be archived for an additional one (1) year period) and will be available upon request from Examity so long as all parties comply with all laws, including without limitation the Family Educational Rights and Privacy Act (FERPA). After such period, recordings will be destroyed. Requests for all recordings shall be made by the Customer Parties to the applicable Examity account manager. Examity represents that it is duly authorized and empowered to execute, deliver and perform the Agreement; that such action does not conflict with or violate any provision of law, rules or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject; and that this Agreement is a valid and binding obligation enforceable in accordance with its terms. Examity agrees that it will make best or reasonable efforts to accommodate Service requests as referenced in Section 3 below, but it cannot guarantee that all requests (even requests made prior to twenty-four hours before an examination) will be accommodated.
- 3. Customer Obligations:** Prior to any examination, Customer shall provide, in electronic form, to Examity the examination, the names of all students taking the examination and all examination rules and requirements. Each request for Services for an examination, along with all submissions as referenced above, shall be made no later than twenty-four (24) hours prior to such examination; provided, however, that Examity shall make reasonable efforts to accommodate any requests made within twenty-four (24) hours of an examination. Customer represents and warrants that it is duly authorized and empowered to execute, deliver and perform the Agreement and provide the student and exam information referenced above; that such action does not conflict with or violate any provision of law, rules or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject; and that this Agreement is a valid and binding obligation enforceable in accordance with its terms. Customer commits to purchase the Services as set forth on Exhibit A attached hereto.
- 4. Process:** Examity will provide Customer with unique identifying login information for each student for an examination. Each student will register on the Examity web site prior to an examination and log in to an examination using the information referenced above. Examity will use reasonable efforts utilizing the Examity System to verify each student’s identity but shall have no liability or responsibility therefor. Once an examination is complete, Examity shall, within 72 hours after completion, provide the examination proctoring and auditing results to the applicable Customer Parties. Along with such results, Examity shall provide a report (the “Reports”) listing any student

behavior, actions or inactions, which Examity determines, in its sole discretion, could or may constitute cheating or dishonesty with respect to the applicable examination. Examity shall have no other responsibility with respect to any examination or the Services, and Customer hereby acknowledges that actual determinations of student cheating or dishonesty shall be made by Customer or the applicable Customer Parties, and Examity shall have no liability or responsibility with respect thereto. Examity makes no representations that the Reports will be accurate or determine student dishonesty. Examity shall not take, or be responsible for taking, any disciplinary action against any student.

5. **Fees**: In consideration for the Services, Customer or Customer's students, as applicable, shall pay to Examity the fees set forth on Exhibit B attached hereto. Examity shall bill Customer monthly for all fees due, and payment shall be due upon receipt of the applicable invoice. If Customer notifies Examity in writing in advance that it wants Examity to charge Customer's students in any specific instance or in all instances, Customer's students shall pay to Examity the applicable fees, and Customer shall be responsible for any amounts not paid for by such students.
6. **Term**: Subject to Section 7, the term (the "Term") of this Agreement shall be as set forth on Exhibit C attached hereto.
7. **Termination**: This Agreement may be terminated, with or without cause, by either party upon one hundred and twenty (120) days written notice to the other party; provided that, if either party breaches any of the terms of this Agreement, the non-breaching party may, in addition to any other remedy, terminate this Agreement immediately. Upon termination or expiration of this Agreement, all amounts due Examity shall be paid within thirty (30) days. Upon termination or non-renewal by Customer, or upon termination for Customer breach by Examity, all commitments, as set forth on Exhibit A, not met shall be paid to Examity within thirty (30) days. All examination materials shall be delivered to Customer by Examity promptly after termination or expiration of this Agreement. This provision shall survive termination or expiration of this Agreement.
8. **Indemnification**: Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its officers, managers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or relating to the Indemnifying Party's breach of this Agreement, including its representations and warranties hereunder. In addition, Customer agrees to defend, indemnify and hold harmless Examity, its officers, managers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or relating to any claim by any student related to any Services provided under or related to this Agreement, unless such claim results from the gross negligence or willful misconduct of Examity. This provision shall survive termination or expiration of this Agreement.
9. **Ownership**: Customer and Examity hereby agree that the Examity System is owned in its entirety by Examity.
10. **Confidentiality**: Customer agrees to protect the Examity System and keep confidential any and all data or other information that Customer obtains from the Examity System. Customer further agrees that it will not share, disburse, exchange, sell or otherwise disclose any Examity provided proprietary information, including without limitation individual student login information, to any third party. Examity agrees that it will not share, disburse, exchange, sell or otherwise disclose any Customer provided proprietary information, including without limitation examinations, university rules and student information, to any third party. Each party is responsible for ensuring that its employees,

officers, managers and agents adhere to this provision. This provision shall survive termination or expiration of this Agreement.

11. Disclaimer of Warranties and Limitation of Liability: THE EXAMITY SYSTEM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE EXAMITY WEB SITE, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EXCEPT AS SPECIFICALLY REFERENCED ABOVE, EXAMITY MAKES NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE EXAMITY SYSTEM AND SERVICES; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE EXAMITY SYSTEM AND SERVICES; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE EXAMITY SYSTEM AND SERVICES; AND (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE EXAMITY SYSTEM OR SERVICES. EXAMITY DOES NOT WARRANT THAT THE EXAMITY SYSTEM, ANY OF THE EXAMITY SYSTEM’S FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE EXAMITY SYSTEM OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXAMITY, AND ITS MANAGERS, OFFICERS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR THE USE OF THE EXAMITY SYSTEM AND SERVICES INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO THIS AGREEMENT. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL EXAMITY BE LIABLE TO CUSTOMER OR ANY CUSTOMER PARTY FOR INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOST OR INACCURATE DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR THE PARTIES’ RELATIONSHIP. IN NO EVENT WILL EXAMITY’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL AMOUNTS PAID TO EXAMITY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. General Provisions.

- a. Independent Contractor. Customer and Examity are and at all times will act as independent contractors in all matters relating to this Agreement. None of the parties is an agent or franchisee of any other party for any purpose and has no power or authority to bind or commit any other party to any obligation in any way. No party is, nor will act as, an employee of the other party for any purpose within the meaning or application of any federal, state, or local employment laws, unemployment insurance laws, social security laws, workers’ compensation laws, or industrial accident laws, or under any other laws or regulations that impute any obligation or liability to a party by reason of any employment relationship.
- b. Waiver and Amendment. Except as otherwise expressly provided, this Agreement may be amended and observance of any provision of this Agreement may be waived (either generally or in any instance, retroactively or prospectively) only upon written consent of the parties.
- c. Entire Agreement. The parties intend that this Agreement be controlling over and supersede additional or different terms of any order, confirmation, invoice or similar document, unless

expressly agreed upon in writing by both parties. This Agreement supersedes all proposals, oral or written, all negotiations, memoranda of understanding, letters of intent, conversations or discussions between or among the parties relating to the subject matter of this Agreement.

- d. Counterparts; Delivery. Customer and Examity hereby agree that this Agreement is executed upon the Effective Date, regardless of the date of the parties' signatures. This Agreement also may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Assignment. Neither party may assign this Agreement or the rights and obligations hereunder, including without limitation by operation of law, without the prior written consent of the other party; provided, however, that Examity, and its successors and assigns, may assign this Agreement and the rights and obligations hereunder without the consent of Customer in the event of an Acquisition. "Acquisition" is hereby defined as (a) any merger, business combination, consolidation or purchase of outstanding equity of Examity, or its successors or assigns, in a business combination after which the voting securities of Examity, or such successor or assign, outstanding immediately prior thereto represent (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of Examity, or such successor or assign, or such surviving or acquiring entity outstanding immediately after such event (other than as a result of a financing transaction); (b) any sale of all or substantially all of the equity or assets of Examity, or its successors or assigns (other than in a spin-off or similar transaction); (c) any other form of business combination or acquisition of the business of Examity, or its successors or assigns, in which Examity, or its successors or assigns, is the target of the acquisition; or (d) a conversion into a corporation, or a merger to effectuate the same.
- f. Governing Law. This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws, regardless of the location of the performance of Services hereunder. All disputes, controversies or differences arising between the parties arising from or in relation to or in connection with this Agreement, or the breach thereof, which fails to be amicably settled by the parties, will be subject to the jurisdiction of the state or federal courts located in Suffolk County, Massachusetts.
- g. Validity. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the rest of the provision or the other provisions of this Agreement, and shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
- h. Notices. All notices given under this Agreement must be in writing and signed by a person authorized to sign on behalf of the party and sent via express or certified mail to the addresses set forth above.
- i. Survival. This Section 12 shall survive termination or expiration of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures effective as of this ____ day of _____, 2020.

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION

Name:
Title:

EXAMITY INC.

Name: Nicholas Malone
Title: Chief Financial Officer

Exhibit A

Services

Examity shall authenticate, live monitor (as applicable) and record (as applicable) online examinations for Customer classes as requested by Customer Parties. Services shall be available 24 hours a day, 7 days a week, subject to the terms and conditions of this Agreement.

There shall be four forms of service, which shall be requested by Customer:

Automated Standard proctoring
Automated Premium proctoring
Live Standard proctoring
Live Premium proctoring

Each institution (currently not integrated) within PASSHE commits that it and/or its students will purchase at least \$5,000 of Services at the fee rates set forth on Exhibit B attached hereto, during the first 12 months of this Agreement.

Exhibit C

Term

[REDACTED]

[REDACTED]