

PENNSYLVANIA'S STATE SYSTEM OF HIGHER EDUCATION

RFP #2020-COOP-LAV-45

PROCTORING SOLUTIONS: LIVE ONLINE & AUTOMATED

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TECHNICAL PROPOSAL



DUE: OCTOBER 26, 2020

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COVER LETTER

October 26, 2020

Dear Review Committee,

Honorlock is honored to submit this proposal to Pennsylvania's State System of Higher Education and OMNIA Partners in response to RFP 2020-COOP-LAV-45 for Proctoring Solutions: Live Online and Automated. We are excited to present why Honorlock is the solution that is best positioned to help PASSHE meet each of your project objectives.

We certify that Honorlock is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Additionally, Honorlock certifies that we are not tax delinquent with either the Pennsylvania Department of Revenue or the Pennsylvania Department of Labor and Industry to the best of our knowledge. We also acknowledge that if we are currently under suspension or debarment, or if we owe delinquent taxes, our proposal may not be accepted or considered.

We also acknowledge receipt of all addenda (addendum 1 and 2) and are prepared to enter a contract with Pennsylvania's State System of Higher Education and OMNIA Partners to deliver the products and services as outlined in this proposal. Our Technical Proposal is submitted in Folder #1 and contains no cost information. Our Cost Proposal is submitted as an excel file in Folder #2, and Folder #3 contains our redlines to the PASSHE and OMNIA Partners agreements and contracts, as well as our Honorlock Master Subscription Agreement for your review.

We appreciate the opportunity to participate in this procurement process and look forward to helping PASSHE member universities and all OMNIA Partners participating agencies achieve academic integrity in their online assessments.

Sincerely,



Nick Ferrari | Regional Sales Director
Ph: 518-209-9668

Email: nferrari@honorlock.com

A. GENERAL

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

The Pennsylvania State System of Higher Education is seeking a proctoring solution that integrates with a variety of Learning Management Systems and offers Live and/or Automated proctoring of online exams for the system's 14 member universities. For high stakes exams and critical certifications, the State System desires to have live proctors oversee the entire exam with immediate exam intervention as needed. Automated proctoring requires the use of AI as well as webcam and screen monitoring to ensure the integrity of the exam. PASSHE clarified in Addendum #1 that it will also consider a hybrid live/automated service option where a live proctor is engaged when the Automated AI system detects suspicious activity, and the live human proctor can intervene as needed.

The system must be able to authenticate a student's identity and report on any questionable activity or academic integrity violation that arises during the assessment process to faculty. PASSHE is looking for a solution that is secure to protect student privacy and that is flexible to allow the instructor to customize the exam environment and accommodate unique exam specifications.

PASSHE is also seeking a system that is cost effective and that is easy for the student and faculty member to learn and use and that instills confidence with faculty that the system will detect academic dishonesty during the online assessment process.

Honorlock understands that PASSHE has partnered with OMNIA Partners to make any resulting Master Contract from this procurement available to other public agencies including state and local governmental entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit (Public Agencies), through OMNIA Partners cooperative purchasing program. PASSHE is acting as the lead contracting agency for any other public institution that chooses to use the Master Contract resulting from this procurement and it is understood that the use of this Contract by any other institution will be preceded by registering as an OMNIA Partners member.

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.

Honorlock has created a buzz in higher education by introducing new capabilities and patented technologies that have radically improved an instructor's ability to ensure academic integrity in their online assessments. As we began to deploy our offerings to various universities and colleges, our customers provided extensive feedback to improve our product. As a result, Honorlock's cloud-based test proctoring suite is the fastest, most flexible, and most innovative proctoring solution in the industry.

Honorlock combines classic methods of proctoring like lock-down browser and webcam recording with proprietary new methods such as Search and Destroy™ technology, which removes copies of illicit test bank content from the internet, and our patented Multi-Device

Detection, which can detect cell phone, tablet, and laptop access while a user is taking an assessment. Here's a little more information:

Multi-Device Detection:

Honorlock is proud to be the first and industry leader in the detection of secondary devices. Our patented system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

Search and Destroy:

Honorlock's proprietary test bank removal technology called Search and Destroy will automatically remove illicit test content from many third-party websites before student's take an assessment. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. We suggest enabling Honorlock seventy-two hours before the assessment starts to ensure the maximum benefit of this Search and Destroy process.

Live Pop-in:

Honorlock reinvented Live Proctoring by using artificial intelligence to identify which students are behaving suspiciously and instantly triggering a live human proctor to jump in and intervene in the exam in real-time. Instead of watching every single exam from start to finish which can be costly, requires scheduling, and makes students uncomfortable, Honorlock's live proctors only interact with students when they are engaging in suspicious activity.

For example, if a student's face becomes not clearly visible, or if there are multiple people detected in the webcam then this activity will trigger a notification to one of Honorlock's proctors. The proctor is then able to enter the student's session via a chat window, pause the exam, and correct the student's behavior. Every interaction is one to one, proctor to student, unlike the traditional live proctoring where one proctor could be watching up to 10 students at once.

Before interrupting the exam session our proctors have what we call the 'analysis window' where proctors can see what the student is doing to ensure the student's behavior is actually academic dishonesty, so they don't interrupt exam sessions for false positives such as a dog barking or a baby crying.

When a proctor completes a live pop-in, if there is clear evidence of academic dishonesty, the proctor provides an incident report to the CSM who will contact the faculty member. The CSM will review the findings of the incident report and assist the faculty member with anything needed such as the written details of the incident, transcripts of the incident, how to locate/view/download the video of the exam session, etc.

This hybrid approach of using AI to detect, with the highest accuracy, integrity incidents and only popping into sessions where it's required, Honorlock can scale while providing/maintaining a 1:1 proctor to student ratio. Live Pop-in keeps the human touch yet delivers a much less intimidating and non-invasive testing experience for the student.

Honorlock is Easy for the Instructor and Student

Honorlock was designed with the user in mind. Being fully integrated with the LMS, Honorlock eliminates the need to create and remember additional logins and passwords. The instructor creates their test in the LMS as they normally would and then simply clicks "Enable," and the test is ready for proctoring. Instructors are also able to choose how they want the software to function (i.e. prevent copy-paste, prevent the opening of a new window, etc.) and which violations they want flagged.

And it's just as easy for the student. The student is already in familiar territory when they attempt to start their first proctored exam since they go to their exam in their LMS and launch the proctoring session from there. It typically takes less than sixty seconds for the student to complete the authentication process and start the exam. We have also provided a simple single-click test available on our [support site](#) that confirms operating system and browser versions as well as an appropriate internet speed for the proctoring session. Honorlock also gives faculty the ability to offer a practice exam so the students can test the software at no charge.

On-Demand Service

Honorlock is an on-demand proctoring solution so tests can be initiated by the student at the point of readiness at any time of the day or night without any prior scheduling. Test availability is based on the exam window start and end dates established by the instructor in the LMS. Because our team of certified live proctors are available 24/7 a student will be able to take an exam any time of the day or night with no prior scheduling, have full email/live-chat support should they need it, and a live proctor is available and ready to enter the exam session in real-time should the student elicit a response from a proctor due to suspicious activity.

As a cloud-based service, we are also able to push system updates without it affecting operations or limiting our 24/7/365 on-demand service.

Enhanced Identity Verification

Honorlock delivers a comprehensive authentication/ID verification process. Because of our deep integration with the LMS the student will first need to be logged-in and authenticated to the LMS. In Honorlock the instructor can enable verification settings for each exam. The first step is a self-photo that will require the student to take a webcam photo of themselves. The student will next be asked to present a government issued photo ID such as a driver's license or Student ID. Honorlock will then use optical character recognition to compare the student's name on the ID to their name in the institution's LMS. Next, after performing a 360-degree scan of their room and desk area (if required by the instructor), the student is ready to begin their exam.

Integrates Seamlessly with the LMS Platform

Honorlock is a longtime partner and has integrated solutions with Canvas, Blackboard, and D2L. Administrators install Honorlock's app to the primary LMS account for campus-wide use, or to a sub-account to restrict usage to a single college or department.

Instructors enable their test with Honorlock in a single click and are never required to leave the LMS. Our system then automatically and seamlessly gathers assessment data and enables Honorlock using the LMS API and/or Building Block.

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.

Honorlock commenced business on May 1, 2015 as a startup venture in Florida Atlantic University's Tech Runway program and has been used by customers in higher education since July 11, 2015. Our core support and proctoring operations are managed out of our corporate headquarters in Boca Raton, Florida.

As students at Florida Atlantic University, our founders recognized that while technology in recent years had changed education by exponentially increasing a student's ability to access and take in information, the technology that gave instructors the ability to turn off that flow of information and ensure a fair and reliable online assessment process had not kept pace.

So, they came up with an idea, developed a prototype of an online proctoring solution, entered an entrepreneurship competition, and took their prize money to get face time with college and university administrators, faculty, and students. They wanted to find out firsthand from end-users what kind of tools and features are needed in an online proctoring setting to ensure academic integrity while providing a less invasive, less stressful testing environment for students.

Honorlock set out to be a disruptive force and an innovative leader in the proctoring industry. In 2018, Daniel Cane, co-founder of Blackboard, and Michael Hemlepp, CEO of Redilearning, joined as investors and Board Advisors. Now with more than 60 employees and over 250 higher education customers, Honorlock is the solution of choice for institutions that want to adopt the most effective and innovative online proctoring solution in the industry.

Honorlock is a financially stable company sustained through revenues from our growing 200+ customer base and funding totaling more than \$15 million. As a privately held company, we do not publicly release our annual financial statements.

An overview of Honorlock's leadership structure and business units is provided in the chart below:

Board of Directors

Daniel Cane, Chairman
Blackboard,
Modernizing Medicine

Michael Hemlepp
Alliance Care,
Redilearning

Neil Sequeira
Defy

Steve Miller
Highwinds, Omicron

Tom Whytas
METI, Baird Capital

Tech Advisory Board

Josh Gagliardi
Highwinds, Omicron

Bob Mason
Brightcove

Andy Feinberg
Brightcove

Executive Team

Michael Hemlepp
CEO

Brandon Smith
COO

Wade Billings
CTO

Tess Mitchell
VP, Marketing

Don Lazarri
VP, Revenue

Jordan Adair
Sr. Dir., Product
Management

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.

One of the big success stories of this tumultuous era of higher education during a global pandemic has been the way web proctoring companies have been working overtime to help schools and faculty members make the necessary adjustments, often on the fly, to fulfill their vital mission. Honorlock's distinctive success in this rapidly expanding field has recently been recognized by *Inc.* magazine, where we are listed at #236 in the top 5000 fastest-growing private companies. [We Made the List!](#)

But Honorlock didn't just show up on the scene when education institutions realized they had no other option than to convert all of their courses to online learning. We've been leading the industry in delivering innovative proctoring solutions and helping education institutions maintain the integrity of their online programs since early in 2015.

Customer Case Studies and Success Stories

Provided below are case studies from a few education institutions that describe how Honorlock is helping them achieve their objectives with their online programs and assessments through our innovative features and effective implementation process:

University of Florida

Ryan P. Mears, PhD, has been teaching at the University of Florida since fall 2015. When he began to teach as a lecturer full time last semester, he was presented with a new opportunity: to teach his first online course—a general elective course, Physiological

Psychology. Trained as a brain scientist and researcher, he was intrigued with this new learning modality and quickly came to understand the pros and cons of the online teaching environment.

The pros: For students, the convenience of instant access to information and setting their schedule. For him, having a script when recording the course kept him focused on the most important points of his lecture and improved his teaching. The cons: Because the course is online, there is less feedback from students—like being on the wrong side of a two-way mirror.

Mears wanted feedback about how students were doing in his class. He was interested in how students approached learning online. Being a scientist, he began to statistically diagnose his students' exam scores. "After the second quiz in the third week of class, I had a ceiling effect that looked like a ski jump, with 80 percent of my students getting 100 percent on tests. I knew there was something seriously wrong. I began looking closely at who had missed which questions over the two quizzes. That's when I realized I needed a proctoring solution of some kind. When I initially attempted to address the issue, I really didn't even know enough to ask the right questions to get help."

When he reached out to the distance and continuing education folks at the University of Florida, they recommended Honorlock.

"There wasn't a technology fee for my students because I didn't have a proctoring solution, and a lot of students told me they didn't like having to schedule their tests. With Honorlock, I didn't have to pay the technology fee ahead of time, and students didn't have to schedule their exam." Win-win.

Using Honorlock, Mears was able to identify test questions that needed more complexity to prevent the ability to look up the answer through text search.

Reformatting those questions and using Honorlock's proprietary features proved to have advantages: first, it changed the anomalous curve—no more ski jumps! Second, it helped identify students who were still sharing answers to questions and provided the irrefutable proof necessary to report the students. Finally, it was also a means to detect and determine many different ways that students approach the exams. Because of access to the wealth of data/information through Honorlock, Mears became better able to use it. "I felt that I couldn't trust my test scores at all before Honorlock. The analytics that come with the flags and real-time recording helped me to understand how students were approaching the course and what strategies they were using to pass the test. Honorlock helped me make sense of what was going on in my online course, and it gave me the confidence that academic integrity was upheld."

"Honorlock was more than a tool to guard or block students from using inappropriate information. It was also a means to detect and determine many different ways that students approach the exams. Because of access to the wealth of data/information through Honorlock, I became better able to utilize it."

– Ryan P. Mears, PhD, University of Florida



Worcester Polytechnic Institute

Worcester Polytechnic Institute (WPI) was facing the challenge of finding an online proctoring solution that would be the right fit for their online paper-based assessments. The faculty wanted to be able to see the students' work and ensure that online students were meeting the academic integrity standards on-premise students were expected to meet. They also needed flexible test-taking options for students.

Online Proctoring Requirements

- Ability to proctor paper-based online exams
- Ability for instructors to review proctored exam sessions
- Ability for students to scan and submit notes for the exam
- Good tech support and communication from the vendor
- Platform agnostic (PC, Mac)

WPI did several pilot tests with other solutions before they ultimately selected Honorlock. "Honorlock met all of our requirements, they were willing to work with us on proctoring paper-based exams, they had a robust training and support model, and we felt it was the easiest transition for faculty," said Van Gieson. The college began using Honorlock for their summer online courses. "We started summer 2019 with Honorlock for all undergraduate courses with a majority being math courses. We had approximately 500 unique student users taking multiple exams," said Beverage. "We noticed an immediate improvement compared to our previous proctoring solution!"

When the pandemic hit, Lindsey and Kate had 10 days to get 300 faculty teaching 700 courses fully online, which was a huge undertaking. Many of WPI's faculty new to online education were seeking a proctoring solution for their online exams. One faculty member sent this evaluation to colleagues who were navigating the move of face to face courses online. "Colleagues, I used Honorlock in my E1 Calculus course last summer and many faculty members in mathematical science also used it. My general take is that for online proctoring, Honorlock is a great tool for proctoring math exams and online courses," read Beverage in an email from her faculty member. "When the AI is triggered, a skilled human proctor intervenes. This model worked better than the competitor's model having all exams proctored by people who were unable to properly provide student support."

Implementation and Support

Prior to partnering with Honorlock, WPI's previous proctoring solution did not provide the support the faculty needed to be successful in delivering online assessments. "The other proctoring solution was not very supportive. The support team was not open to receiving feedback," said Beverage.

Upon adoption of Honorlock, Beverage and her team were surprised and appreciative of the level of support received from their client success manager. "Honorlock's support model is great! Our client success manager, Americo, has always been very responsive to both faculty and students. The live chat has been very helpful for us. The resources provided for faculty in terms of creating exams and proctoring options when enabling exams are excellent!"

With the rapid transition to online learning during the pandemic, students raised concerns regarding their privacy. "We get questions from students about privacy and Americo has been great about responding to those and pointing us to Honorlock resources that will help reassure students that their privacy is maintained," said Beverage.

Best Practices for Delivering Online Proctored Exams

Beverage and Van Gieson shared these best practices for others implementing online proctoring.

1. Remind instructors to include specific instructions for Honorlock proctors when they enable their exams (especially with paper-based exams where the student may be looking down to solve an exam question)
2. Prepare a list for faculty of the recommended settings for Canvas and Honorlock
3. Designate a department exam champion who is trained in Canvas and Honorlock and has access to the Honorlock CSM to troubleshoot on behalf of the department
4. Develop an exam question pool to deter cheating
5. Give extra time for paper exam submission logistics
6. Partner with instructional designers when designing exams to mitigate cheating
7. Have students take the Honorlock practice exam. Doing the practice exam takes a lot of pressure off - you don't want to add extra stress or pressure on students when they're already trying to learn the content.

"Honorlock's support model is great! The live chat has been very helpful for us. The resources provided for faculty in terms of creating exams and proctoring options when enabling exams are excellent!"

– Kate Beverage, Worcester Polytechnic Institute



University of North Alabama

The College of Business at the University of North Alabama (UNA) regularly conducts focus groups with students to learn how well the college is serving their needs as well as to help set a vision for the future. Over the past few years, a recurring theme from students was complaining about cheating on campus. “They said many students were bragging about how to get around the online exam proctoring solution we were using at the time,” said Jill Simpson, PhD, an instructional technologist for the UNA College of Business. “They felt they were being penalized because they were not cheating.”

In today’s intense academic environment, students are under extreme pressure to achieve perfect grades to win a competitive scholarship or acceptance to a graduate program. The drive to earn an A may compromise their decision-making and lead them to rationalize searching test banks for answers or other forms of cheating. This puts other students at a disadvantage.

While the college was using a proctoring solution for online exams, it was not very effective, and therefore, some faculty were reluctant to use it. “The proctoring solution we had was used as a deterrent only,” Simpson said.

The importance of ensuring academic integrity and fairness for all students at UNA’s College of Business led them to search for a better exam proctoring solution. The dean asked Simpson to lead the effort. She started by asking faculty and students for feedback to devise a list of priorities for a new proctoring solution:

1. Verify identity: They needed a solution that would automatically verify the student’s identity.
2. Be effective: The solution needed to do its job of protecting academic integrity.
3. Be easy to use: Both faculty and students needed a solution that was intuitive and user friendly.

Honorlock met all three priorities. “The faculty loved it because it did what we wanted it to do, and it was super easy to use. Even students said they liked Honorlock best,” Simpson said. “There was one professor who didn’t see the point of proctoring because he said students will find a way to cheat, but after looking at the Honorlock video and report, he said, ‘This is pretty impressive!’ I couldn’t have asked for a better endorsement!”

With the first three proctoring solutions the college tried over the two-year evaluation, some faculty chose not to proctor their exams because they did not like the proctoring solutions that were available. Now, with Honorlock, every exam in the College of Business is proctored. “I was instantly in love with Honorlock!” Simpson said. “With Honorlock, more faculty began to proctor their online exams. They saw that it worked, and now they all use it and have faith in it.”

"I was instantly in love with Honorlock. With Honorlock, more faculty began to proctor their online exams. They saw that it worked and now they all use it and have faith in it."

– Jill Simpson, PhD, University of North Alabama



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.

Honorlock customer references are provided in the tables below as examples of implementations at institutions similar in scope to PASSHE. These institutions have granted permission to be contacted in relation to this procurement for Proctoring Solutions.

Client Reference 1: University of Florida

Institution Name	University of Florida
Address City, State Zip	100 Farrior Hall at 205 Fletcher Drive Gainesville, FL 32611
Contact Name	Brian Marchman
Contact Title	Director of Distance Education
Contact Phone	352-278-1996
Contact Email	marchman@ufl.edu
Period of Use	3/1/2018 to present
Description	Contracted for our full implementation services with training, and our Institution Pay Automated, and Live Pop-in services. Integrated with their Canvas LMS.

Client Reference 2: Worcester Polytechnic Institute

Institution Name	Worcester Polytechnic Institute
Address City, State Zip	100 Institute Rd Worcester, MA 01609
Contact Name	Kate Beverage
Contact Title	Director Academic Technology for Teaching & Learning
Contact Phone	(508) 831-5000 x6012
Contact Email	kwrigley@wpi.edu
Status	Have been using Honorlock proctoring services since 11/1/2018.
Description	Used primarily in their online math courses/programs. Contracted for our standard implementation services with training, and our Live Pop-in proctoring services. Integrated with their Canvas LMS.

Client Reference 3: University of Arkansas at Little Rock

Institution Name	University of Arkansas at Little Rock
Address City, State Zip	2801 S University Ave Little Rock, AR 72204
Contact Name	Kimberly Bright
Contact Title	Director of Testing Services
Contact Phone	(501) 569-8995
Contact Email	kkbright@ualr.edu
Customer Since:	October, 2018
Description	Contracted for our full implementation services with training, and our Automated and Live Pop-in proctoring services. Integrated with their Blackboard LMS.

C. TECHNICAL REQUIREMENTS

Provide a response to the requirements of Section III.3 including detailed descriptions of the Supplier's ability and proven success and expertise to provide a Proctoring Solution, its understanding of higher education entities, partnering plans, etc.

The Proctoring Solution is expected to meet the following requirements.

A. Monitoring Process

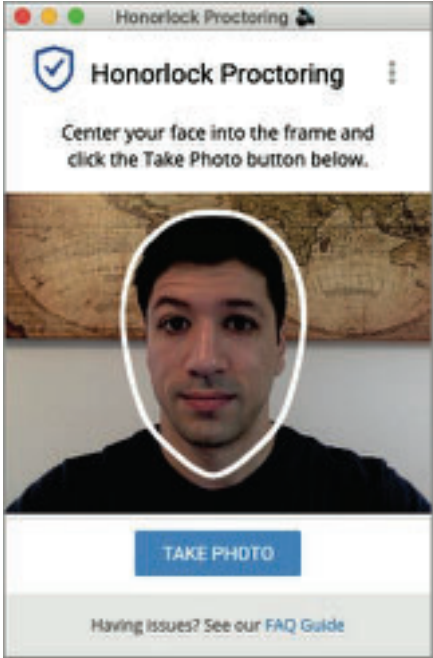

1. Provide a detailed description of the following processes:

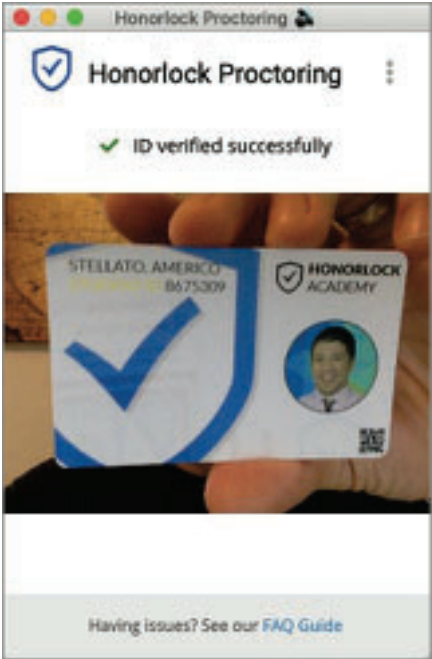
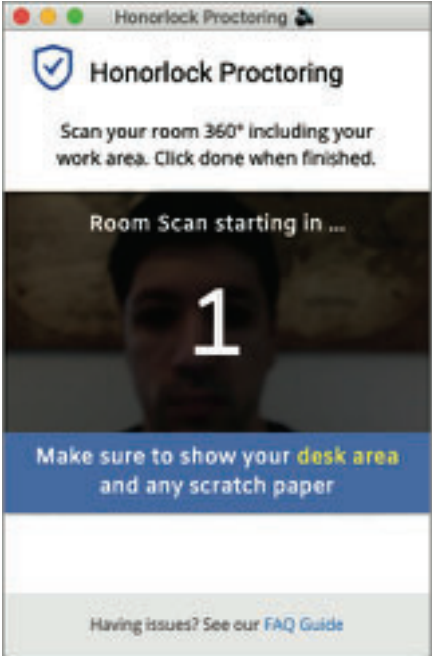
Pre-test Authentication (verifying student identities)

Honorlock delivers a comprehensive authentication/ID verification process. The process and timeline for student authentication in Honorlock is outlined in the table below. The average time it takes for a student to complete these steps is approximately sixty seconds.

Honorlock Student Identity Verification

Feature	Description
SSO with LMS	Honorlock is accessed through single sign-on authentication via the LMS's OAuth protocols, so the student needs to first be logged in to the LMS before navigating to their assessment, where they then proceed with Honorlock's ID validation steps.
Webcam photo	The student first takes a webcam photo of themselves. Our proctor or an instructor can use this webcam photo to compare with the photo ID presented by the student as the next step of the authentication process to ensure it is the same person for the entirety of the assessment.

	
Clear ID	<p>The photo ID used for this step needs to be either a government-issued photo ID, such as a driver's license or a student photo ID issued by the institution. The student holds the ID card up to the webcam, and Honorlock verifies that the photo image is clear and that the text information on the ID card is legible. If their ID fails, the exam taker sees the below image:</p> 

ID verification	<p>Honorlock then compares the text on the ID card with the student's name in the institution's LMS. If Honorlock finds a match with a certain degree of confidence, then the student passes the ID verification step.</p> 
Environment scan	<p>To monitor compliance with Exam Guidelines, the instructor can require the student to perform a 360-degree room scan as part of the verification process. This includes a scan of the room and the desk area to ensure no unauthorized people or items are in the testing environment.</p> 

Scheduling and Managing Exams

Honorlock is an on-demand proctoring solution so tests can be initiated by the student at the point of readiness at any time of the day or night without any prior scheduling. Test availability would be based on the exam window start and end dates established by the instructor in the LMS. Because our team of certified live proctors are available 24/7 a student will be able to take an exam any time of the day or night with no prior scheduling, have full email/live-chat support should they need it, and a live proctor is available and ready to enter the exam session in real-time should the student elicit a response from a proctor due to suspicious activity.

Student Registration (including exam instructions)

As stated above, Honorlock is an on-demand proctoring solution so there is no prior scheduling or registration required for the student. Being fully integrated with the LMS, Honorlock also eliminates the need to create and remember additional logins and passwords. The student will simply go to their exam in the LMS any time within the exam window and launch the proctoring session from there.

Data Security (during exams)

Honorlock keeps student information private and secure during the exam, and we also make sure the instructor's exam data remains secure during the exam.

Student Information

Encryption

Data in transit is encrypted using TLS 1.2, with SHA-256 and RSA 2048-bit public key for all data transfers in and out of our system. Data at rest is encrypted with AES-256 block encryption.

Student Data

Honorlock is fully committed to maintaining compliance with all state and federal regulations to ensure the privacy of student data and personal information. Honorlock is fully compliant with FERPA regulations, and we give our customers the tools they need to maintain their compliance.

Honorlock's data policies and practices are in compliance with GDPR regulations and the US Privacy Shield. We are also SOC2 certified. Our full SOC2 report can be provided to the institution upon signing of a nondisclosure agreement.

Honorlock never accesses student education records and only uses basic directory information for identification purposes. This information is never transferred out of Honorlock's system and is erased completely according to the agreed-to data-retention policy.

Privacy Policy

All users (admin, faculty, students) are required to agree to our privacy policy [Honorlock Privacy Policy](#) before they download the Honorlock Chrome extension, which is required to use our proctoring services.

Honorlock agrees that it will protect any Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Honorlock shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the information. Honorlock reserves the right to destroy any such data after six months or a mutually agreed upon duration.

Please also see our [Student Privacy Statement](#) also available on our www.honorlock.com website.

Exam Data

Honorlock keeps the instructor's exam data secure throughout the exam in a number of ways.

Search and Destroy

Honorlock's proprietary test bank removal technology is called Search and Destroy. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. We suggest enabling Honorlock seventy-two hours before the assessment starts to ensure the maximum benefit of this Search and Destroy process.

Multi-Device Detection

Our patented Multi-Device Detection system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. As students have access to more and more devices, it becomes harder for instructors to preserve academic integrity—especially in a remote testing context. We're proud to have the industry's first and only technology to detect cell phone, tablet, and laptop use while a student is taking an assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence. Students can no longer get away with using their phone out of view of the webcam.

Exam Settings

Instructors are able to use Honorlock's exam settings to choose from different proctoring options on an exam-by-exam basis to determine how the student will be monitored and proctored during the assessment. To prevent students from copying, pasting, and printing during the exam the instructor will simply toggle on the appropriate settings as shown in the diagram below. The Disable Printing toggle prevents access to the browser print function to print or export exam content, while the Disable Copy and Paste toggle

prevents exam takers from copying exam content and pasting it outside of the assessment.

Real-time Live Proctoring

Honorlock's Live Proctor Pop-In is the industry's first hybrid between automated and live proctoring. With our Live Pop-In feature, AI runs in the background and notifies our proctors of any suspicious activity or noted inconsistency with the testing guidelines. Our live proctors then enter an analysis window, where they view the student taking the exam in a one-to-one setting and determine if the infractions warrant interrupting their session.

Once in the student's exam session, the live proctor can further assess the situation and speak directly with the student. The proctor works with the student to correct the deficiency. If academic dishonesty is suspected or apparent, the proctor requires the student to immediately stop that activity, and the instructor is contacted directly. For all other violations, the student's session is marked with an indicator that a pop-in occurred. By performing these functions, our team of proctors helps to maintain integrity throughout the assessment and quickly redirects any student who might be engaging in unethical behavior.

Additionally, this can prevent the student from having future incidents within the exam and guide the student to take the exam within the parameters and guidelines set forth by the instructor. If our proctors discover an incident that they feel the faculty should review, an email is sent to the instructor with the student's name, time stamp of the incident, and a brief description of what occurred at that time.

Automated Proctoring

Honorlock's fully automated solution uses AI to automatically detect suspicious behavior and flag incidents for instructor review. The log of any aberrations/instances of potential academic dishonesty is immediately available to the instructor for review in the LMS once the assessment is completed by the student.

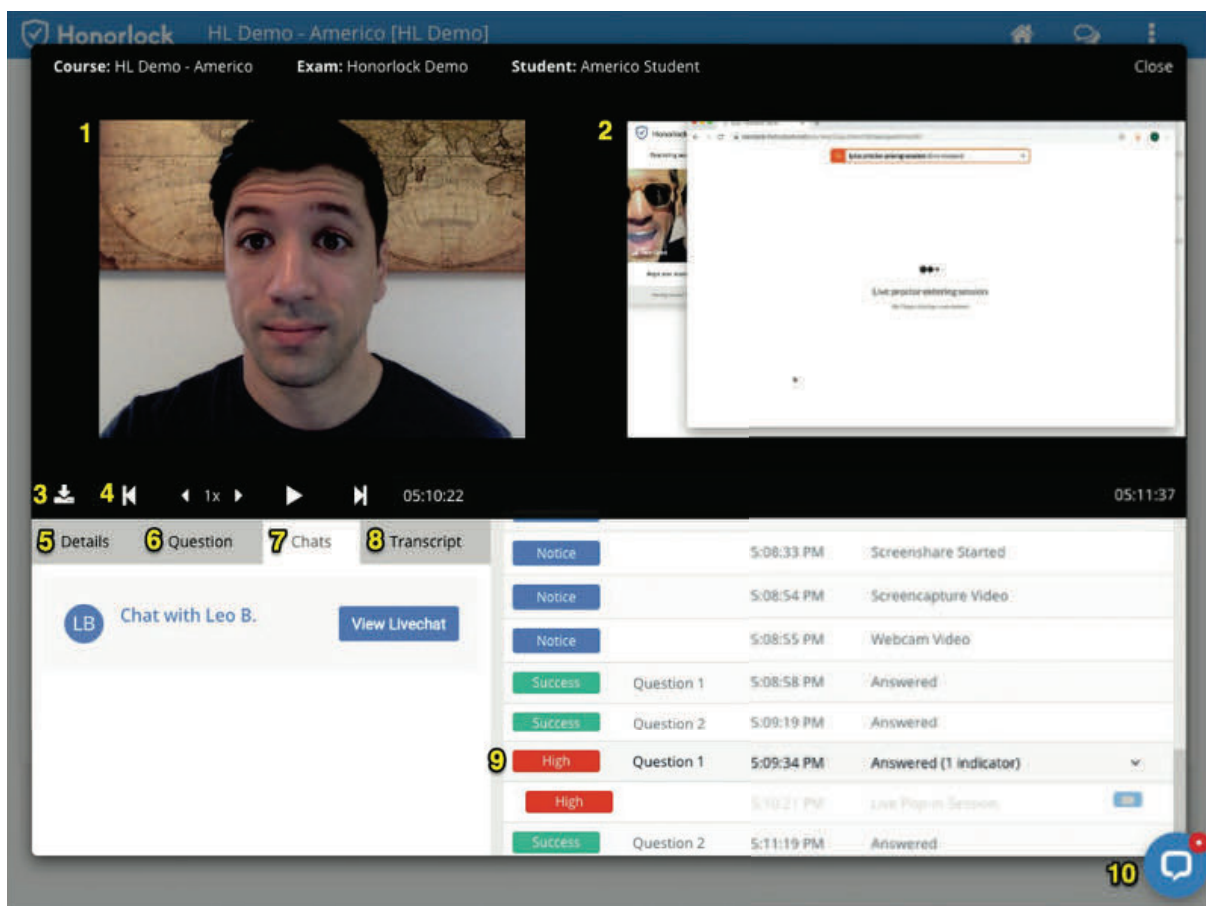
Recording and Viewing Exams (by faculty)

Honorlock uses the latest-available web media technologies (WebRTC protocols) so we can give instructors near real-time access to proctoring results. The log of any aberrations/instances of potential academic dishonesty is immediately available to the instructor for review in the LMS once the student completes the assessment. The vast majority of the time, the recorded video is also available for review within fifteen minutes after the exam is completed but can take up to twenty-four hours during high-volume times for the HD video to compile.

In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence. Comments generated by an Honorlock proctor as part of a Live Pop-In incident are also available in real time. Videos are time-stamped to match the exam session.

Additionally, Honorlock creates a written transcript whenever a voice is detected. With our voice-detection technology, Honorlock creates a high-priority flag whenever words such as “Siri,” “Alexa,” “Cortana,” or “Google” are heard as well as any word from a dynamic list of words or phrases such as “help me,” “what’s the answer,” “cheat,” “question,” “answer,” and “copy.”

The screen capture below shows the video log of the student exam session and the information that is available to faculty when they review the recorded assessment. We’ve applied numbers to the image as well as a description below to help the reviewer understand all of the information that is available to faculty and admins when they review the recording of the student exam.



Video Log of Student Exam for Faculty Review

Information and tools available to instructors and admins with the exam recording as shown in the above screen capture include:

- 1 - The exam taker’s webcam video.
- 2 - The exam taker’s laptop/desktop computer recording.

- 3 - Administrators can instantly download any files in the case of any academic integrity concerns.
- 4 - Faculty have the ability to control the videos: fast forward, rewind, speed up, etc.
- 5 - This section contains the exam guidelines (proctoring details) established by faculty before the assessment began.
- 6 - The content of that particular question at that point in the video.
- 7 - This contains the chat transcript of the exam taker with any proctor or support agent that worked with the exam taker during this assessment.
- 8 - The audio transcript for any time the student spoke aloud, or someone else in the room spoke. Will only show if applicable.
- 9 - Ability to instantly go to a particular flag or incident along with a description of what was found by our Automated (AI) or live proctors.
- 10 - The chat or proctoring transcript from any conversations the exam taker had with Honorlock support or proctors. Will only show if applicable.

Violations (algorithms to detect and capture aberrant behavior)

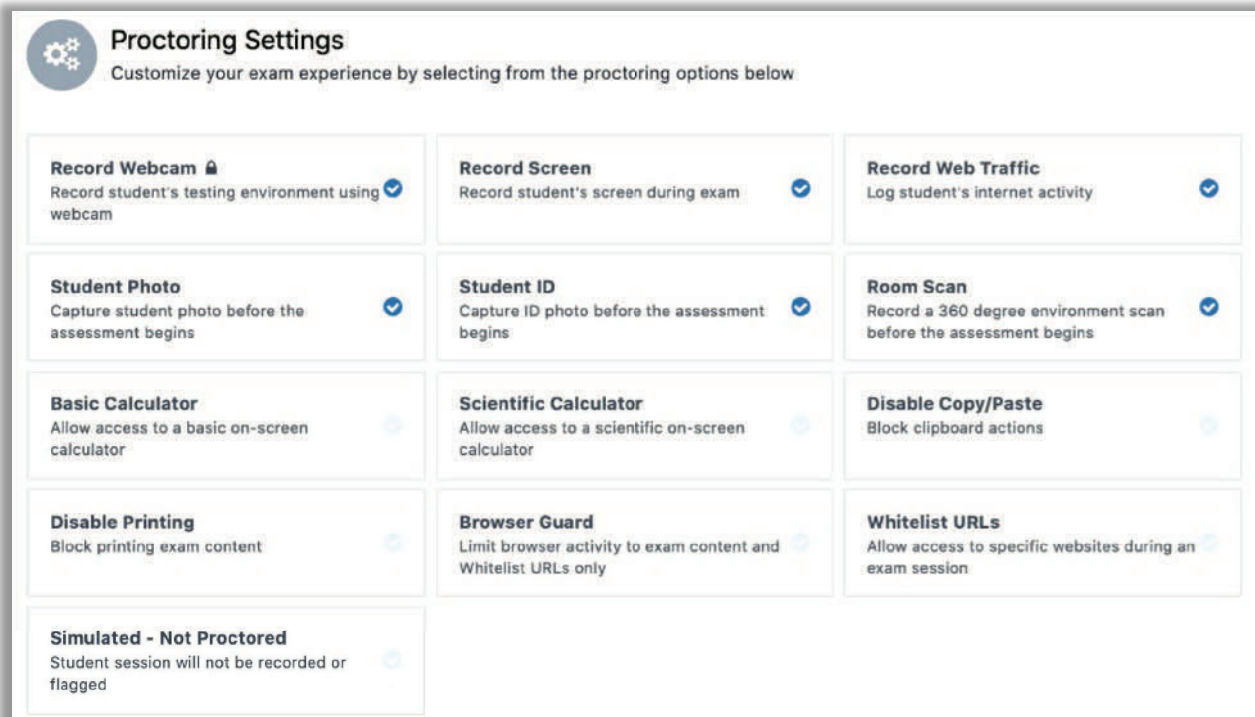
Exam events that Honorlock's Automated proctoring service, using AI, will observe and capture as possible integrity violations include:

- Failed attempt at ID verification.
- Face fail: The exam taker's face is no longer fully present in the webcam.
- Multiple people detected in the exam area.
- Voice assistant detection: The exam taker attempts to use a voice assistant (Siri, Alexa, etc.).
- Attempting to access other resources on screen (ebooks, notes, apps, etc.)
- Focus lost: Face not clearly visible.
- Print screen detected: The exam taker attempts to use the print screen functionality on their keyboard.
- Right-click detected.
- Web traffic: The exam taker attempts to visit an unauthorized website or conduct an internet search.

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

Instructors are able to use Honorlock's exam settings to choose from different proctoring options on an exam-by-exam basis to determine how the student will be monitored and

proctored during the assessment. Options with the lock icon have been enabled by an administrator and cannot be turned off at the instructor level.



Honorlock Exam Settings

The following table provides a description of the exam settings available to the instructor that can be toggled on and off as shown in the above diagram.

Exam Settings with Descriptions

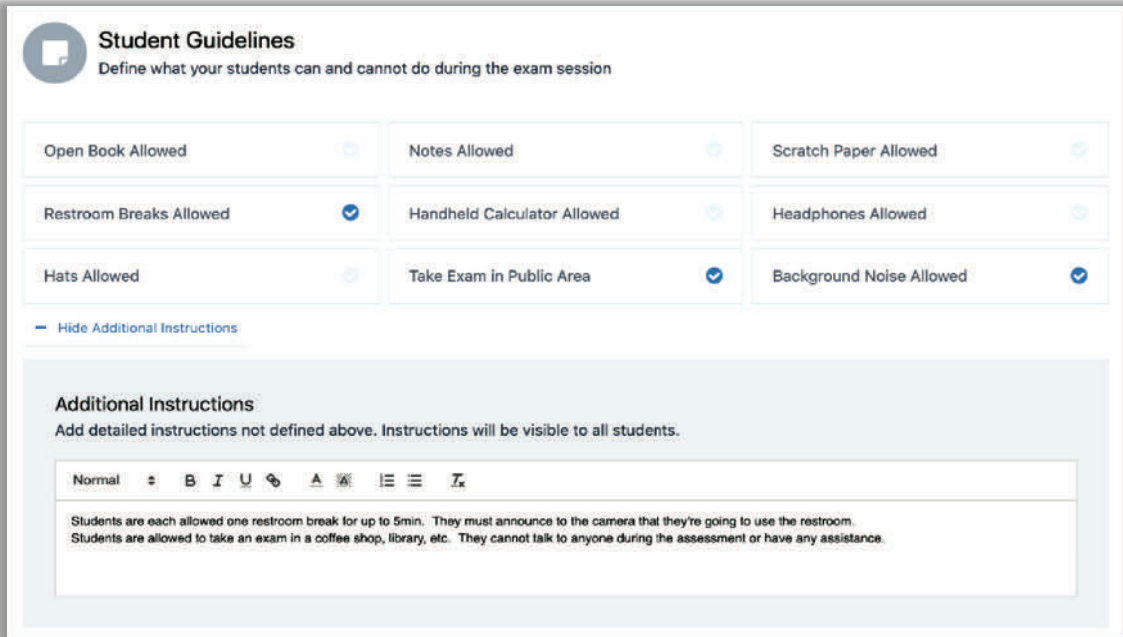
Exam Setting	Description
Record webcam	Records HD video of the student's face and testing environment using the webcam built into their device or external webcam.
Disable printing	Prevents access to the browser print function to print or export exam content.
Disable copy and paste	Prevents exam takers from copying exam content and pasting it outside of the assessment.
Record screen	Records HD video of the exam taker's laptop or desktop screen.

Record web traffic	Records web traffic logs and monitors the browser activity in Google Chrome during the exam.
Student photo	Requires the exam taker to take a still picture prior to taking their assessment.
Student ID	Requires the exam taker to take a picture with their webcam of their government issued photo ID, or their student photo ID. Honorlock will ensure the name on the ID matches with the name within the LMS.
360-degree room scan	Room scan requires that the exam taker show a 360degree view of their testing environment and there will be onscreen messaging informing them of this. If you are requesting your exam takers show certain items - blank scratch paper, their cell phone being placed out of reach, etc. Instructors can use the Additional Instructions section to detail out what they'd like the exam takers to do for the Room scan.
Calculator	Allows basic or scientific calculator during the assessment.
Whitelist URLs	Grants access via another Chrome tab to any sites that you add in Whitelist field. This could be a link to the e-textbook, DESMOS for an online graphing calculator, or a link to any other web page your exam takers will need to complete the assessment.
Browser Guard	Honorlock's secure browser solution that prevents exam takers from accessing additional applications outside of Google Chrome. Any attempt to access external applications will generate an automated flag to be reviewed when reviewing exam taker results.

In the Exam Guidelines, instructors can outline what is permitted during the assessment. Below is an example of the Student Instructions.

Exam Guidelines

In addition to the Exam Settings faculty can also use the Student Guidelines section to identify what the exam taker can or cannot do during the assessment. We would also encourage the professor to clarify or expand upon any or all of the items they choose to enable in the Additional Instructions section. These guidelines and Additional Instructions will be visible to exam takers when starting their exam and will be utilized by our proctors to determine what is and isn't allowed during the assessment.



Student Guidelines
Define what your students can and cannot do during the exam session

Open Book Allowed	Notes Allowed	Scratch Paper Allowed
Restroom Breaks Allowed	Handheld Calculator Allowed	Headphones Allowed
Hats Allowed	Take Exam in Public Area	Background Noise Allowed

[Hide Additional Instructions](#)

Additional Instructions
Add detailed instructions not defined above. Instructions will be visible to all students.

Normal | B | I | U | | | | | |

Students are each allowed one restroom break for up to 5min. They must announce to the camera that they're going to use the restroom.
Students are allowed to take an exam in a coffee shop, library, etc. They cannot talk to anyone during the assessment or have any assistance.

Student Guidelines and Additional Instructions

Student Guidelines

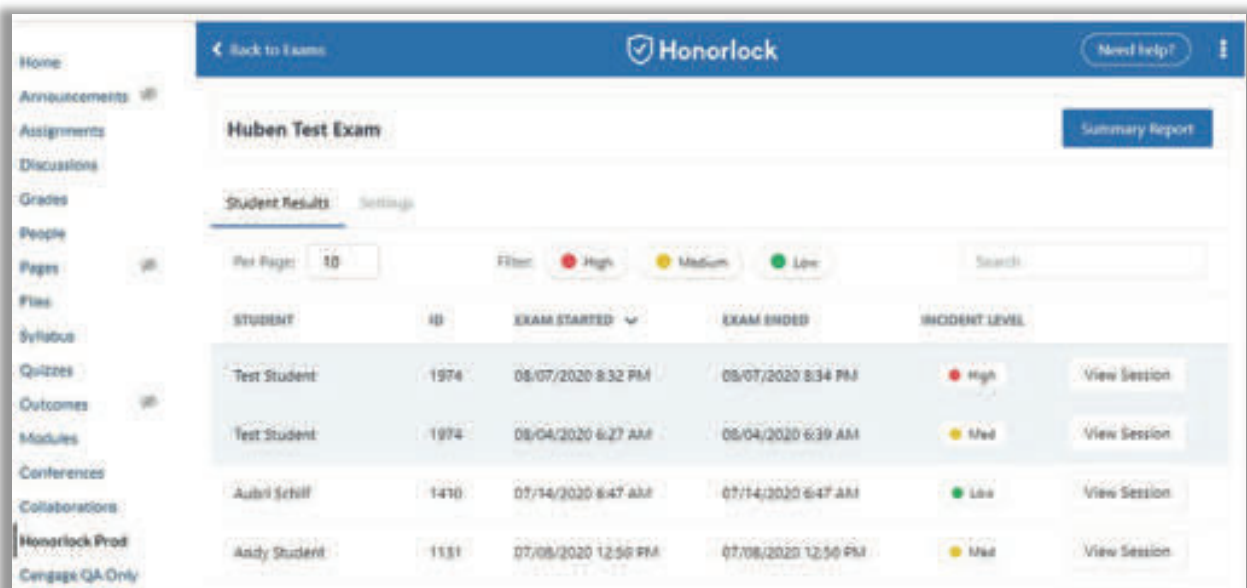
- Open Book Allowed - Allows exam takers to utilize a physical book or e-book during their assessment. If allowing exam takers to use an e-book, you'll need to include a link to that book in the Whitelist URLs section.
- Notes Allowed - Permits exam takers to reference any physical notes they have in a notebook, binder, etc.
- Scratch Paper Allowed - Exam takers can utilize multiple sheets of blank paper and a writing utensil during the assessment.
- Restroom Breaks Allowed - Permits exam takers to leave the webcam view for a short period of time. The exam taker's session will be flagged if they choose to utilize this. We encourage you to add additional instructions around the duration or frequency exam takers can use the restroom so that our proctors can provide specific instructions to exam takers if you'd like to limit those breaks.
- Handheld Calculator - Indicates students can use a handheld calculator but not the calculator on their cell phone.
- Hats Allowed - Permits exam takers to wear a baseball hat or hoodie on their head during the assessment. Honorlock will always allow exam takers to wear religious head coverings during assessments.

- Headphones Allowed - Students can wear any headphones during their assessment.
- Background Noise Allowed - Permits exam takers to be in an environment where other people are talking, there's excessive background noise, etc.
- Take Exam in a Public Area - Indicates that exam takers can complete their assessment in a coffee shop, library, etc. where other people are around them and noise is present. Exam takers cannot interact with the other people in the testing environment.

Post-exam Auditing

The Honorlock proctoring solution collects extensive data during the student test session in the institution's LMS. Any suspicious activity flagged via our automated system is noted in the Honorlock dashboard and available to the institution virtually as soon as the student completes the exam. If our Live Pop-In or certified proctor review flags an incident as a potential violation, our compliance manager completes a secondary review to validate the flags. Our goal is to provide clear and sufficient evidence of violations to instructors, should they occur. The instructor is then notified of the possible violation via email.

Honorlock also includes integrity analytics, which provides instantaneous results for a number of potential violations. For instance, if the student's face goes outside the view of the camera, or if the student tries to use copy and paste against test guidelines, then these violations are detected and available to the instructor via the Honorlock dashboard as soon as the student completes their exam, as shown in the figure below.



Huben Test Exam							Summary Report
Student Results							Settings
Per Page	10	Filter	High	Medium	Low	Search	
STUDENT	ID	EXAM STARTED	EXAM ENDED	INCIDENT LEVEL			
Test Student	1974	08/07/2020 8:32 PM	08/07/2020 8:34 PM	High			View Session
Test Student	1974	08/04/2020 6:27 AM	08/04/2020 6:39 AM	Med			View Session
Aubri Schill	1470	07/14/2020 6:47 AM	07/14/2020 6:47 AM	Low			View Session
Andy Student	1131	07/08/2020 12:50 PM	07/08/2020 12:50 PM	Med			View Session

Honorlock—Instructor Dashboard

Content Protection

The way Honorlock protects exam content starts with our Search and Destroy feature. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. We suggest enabling Honorlock seventy-two hours before the assessment starts to ensure the maximum benefit of this Search and Destroy process.

During the assessment process, Honorlock's approach is to not just prevent students from being able to share or copy exam information to test bank websites, but we use patented technology to prevent students from accessing illicit test bank content on any secondary/mobile device while they are taking an exam. Our patented Multi-Device Detection system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

As an added protection measure, we also prevent students from copying, pasting, and printing during the exam. We give instructors the confidence of knowing they won't have to create new test questions each semester.

ADA Assistance

Instructors can use the Exam Guidelines to enter any specific notes for our proctors. This is where the instructor can list any students who need any specific accommodations. Most accommodations work automatically with our system, such as a student having multiple attempts, needing extra time, etc. As long as the accommodation has been added for that particular student in the LMS, our system will respect that.

If a student has special accommodations, such as being allowed to use JAWS, a second monitor, etc., then those should be added in the Exam Guidelines box. We can also provide a bypass pin for any student who will be testing on site in a testing center or with a physical proctor.

Other Advanced Monitoring Features

Although these features have been referenced above, we wanted to highlight them here as advanced monitoring features that set Honorlock apart from other proctoring solutions currently available.

Search and Destroy

Honorlock's proprietary test bank removal technology is called Search and Destroy. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. We suggest enabling Honorlock

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Voice Detection

Honorlock creates a written transcript whenever a voice is detected. With our voice-detection technology, Honorlock creates a flag whenever words such as "Siri," "Alexa," "Cortana," or "Google" are heard as well as any word from a dynamic list of words or phrases such as "help me," "what's the answer," "cheat," "question," "answer," and "copy."

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.

Honorlock ensures that the student testing experience is secure from start to finish. Once faculty have enabled Honorlock on their assessment, Honorlock begins searching for test content on the web and issues DMCA copyright takedown notices for any content that is found that matches.

When it comes time for the exam taker to begin their assessment, Honorlock's security begins with the identification verification, requiring students use a government-issued or student ID to confirm that the identification matches the name stored within the LMS. Once that is completed, students complete the 360-degree room scan, proving that there are no additional devices in the testing area, along with any notes, textbooks, etc.

Once the student enters the exam, our AI ensures that the exam taker's face remains in frame and that they are not attempting to copy and paste or right-click. Any incidents that arise are flagged, and a proctor is alerted if Live Pop-In is enabled and if the incident is of high enough severity. Examples of high-severity flags are when the student's face is not visible, multiple people are in the exam environment, and speech is detected. When the proctoring team is alerted to an incident, they can review what the flag was for, review the video footage (or watch it live), and determine if the incident warrants a proctor's intervention.

During the assessment process, our patented Multi-Device Detection system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

Additionally, Honorlock creates a written transcript whenever a voice is detected. With our voice-detection technology, Honorlock creates a high-priority flag whenever words such as "Siri," "Alexa," "Cortana," or "Google" are heard as well as any word from a dynamic list of words or phrases such as "help me," "what's the answer," "cheat," "question," "answer," and "copy."

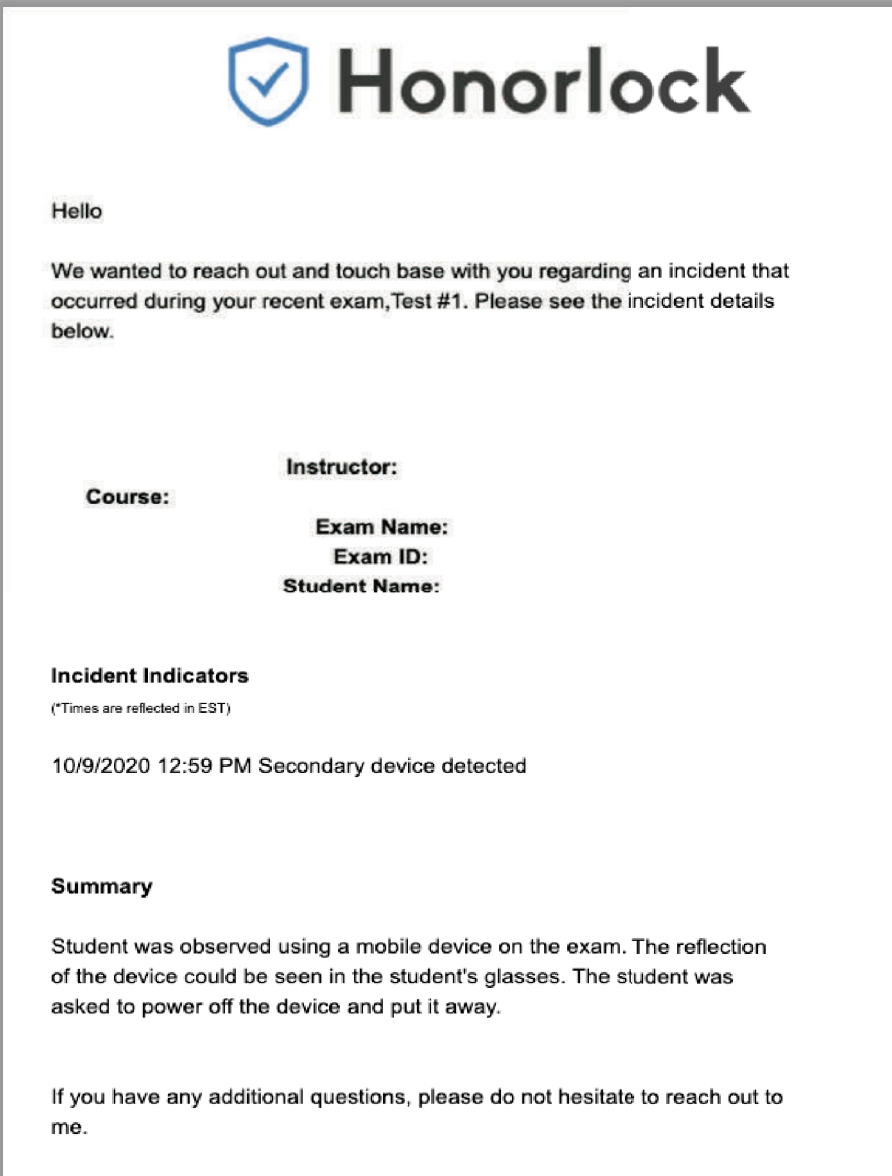
Passwords


Honorlock maintains a local database for group management and uses single sign-on authentication via the LMS's OAuth protocols. No passwords are required to use Honorlock, as our LTI integration is completely SSO based. To further protect account security, all SSO flow components are transferred using TLS 1.2 encryption protocols.

With Honorlock, faculty do not need to create access codes or share access codes with students, proctors, etc. Our tool automates that entire process. When an instructor enables Honorlock for an exam, a password is automatically created that prevents students from accessing the exam without authenticating with Honorlock. This password is then plugged in automatically when the student successfully completes the authentication process. The students never see the password, as this happens behind the scenes.

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

With our Live Pop-in service Honorlock AI is running during the exam. If there is a high priority incident detected, a live pop-in request is sent to a human proctor who begins to monitor the exam live in what we call the Analysis Window. The proctor will then pop-into the exam, if necessary, to address the incident with the test taker. This provides just in time intervention. These live pop-ins are recorded in the report as a high priority incident and then provided to the faculty member for review if desired.



 **Honorlock**

Hello

We wanted to reach out and touch base with you regarding an incident that occurred during your recent exam, Test #1. Please see the incident details below.

Course:

Instructor:

Exam Name:

Exam ID:

Student Name:

Incident Indicators

(*Times are reflected in EST)

10/9/2020 12:59 PM Secondary device detected

Summary

Student was observed using a mobile device on the exam. The reflection of the device could be seen in the student's glasses. The student was asked to power off the device and put it away.

If you have any additional questions, please do not hesitate to reach out to me.

Sample – Student Incident Report

Video Example of Proctor / Student Interaction

The video at the following link - [\[REDACTED\]](#) demonstrates how Honorlock's proctors interact with exam takers. On the right, is one of our Honorlock employees, acting as our student. On the left, is a recording of one of our proctor's computer screens.

This is how our proctors and support team see exam takers completing the exam - device/exam specific information across the top, with her webcam video below. On the left side of the video, you'll see what one of our proctors sees while she's taking her assessment.

As she's going through her assessment, you see the student flag down someone else to help her answer this question. As his face comes into view, you can see her session pop up on our proctor's screen to the left, for him to review and intervene if necessary.

Our proctor sees someone else is present in the testing environment, blocks the student's view of the assessment, and pops in on the exam taker via the chat. and as you see in the messages, asks her to have the other person leave the room, or asks if she needs to change testing locations to successfully complete her assessment. Once he leaves, our proctor asks the student to redo her room scan to show that her testing environment is clear. During which, we can see the second person is still in view. Our proctor then asks the student to have that person leave again, as the exam taker didn't follow the proctor's initial instructions. Once the exam taker's room scan shows her testing environment is completely clear, our proctor allows the exam taker to continue on with their assessment.

You can see this interaction was relatively quick - less than 90 seconds. And our proctor focused on offering solutions and alternatives so the student could make the right decision (do you want to move to another location?).

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

When a proctor completes a live pop-in, if there is clear evidence of academic dishonesty, the proctor provides an incident report to the CSM who will contact the faculty member. The CSM will review the findings of the incident report and assist the faculty member with anything needed such as the written details of the incident, transcripts of the incident, how to locate/view/download the video of the exam session, etc.

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.

Instructors and administrators have the ability to download recordings of the student exam sessions. Honorlock works with the institutional admin to ensure there is an internal policy

on how such a request will be handled by faculty requesting hard copies for later use in honor court or cases of academic dishonesty.

Per Honorlock's Master Subscription Agreement, Honorlock retains the video log of the proctored exam for twelve months. This can be extended upon written request on a case-by-case (student-by-student) basis.

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

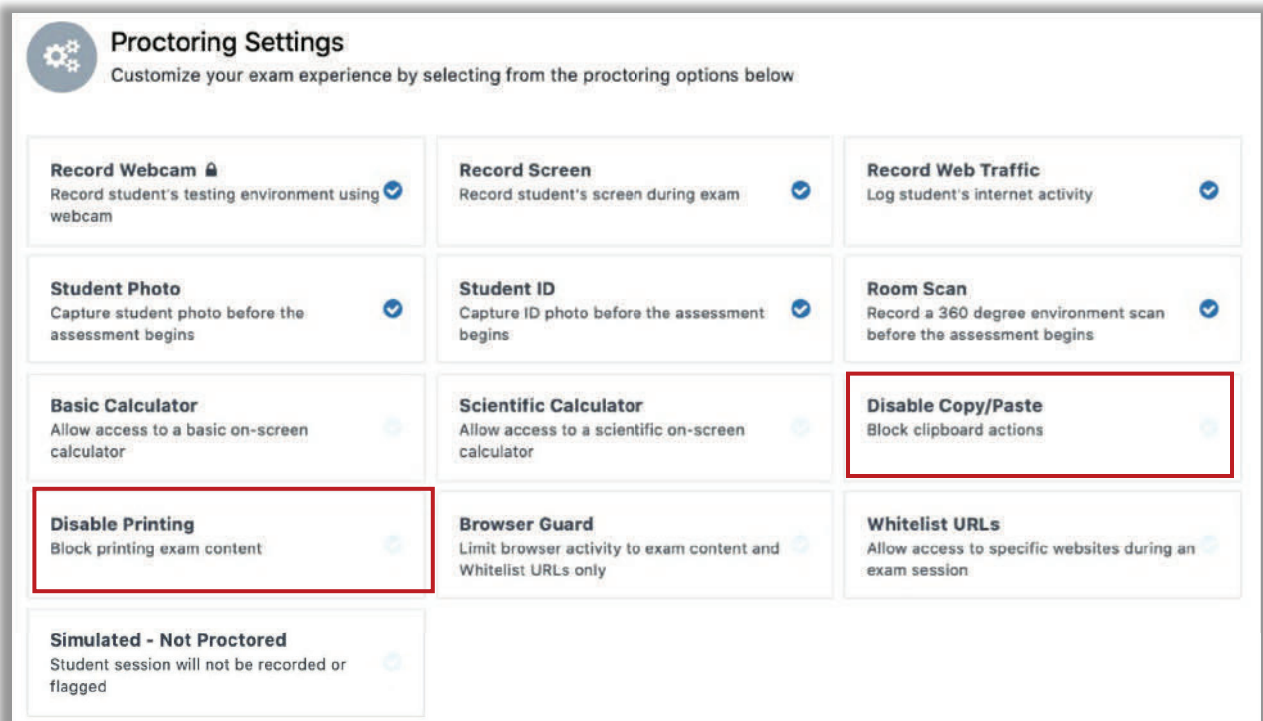
With Honorlock, faculty members can feel confident that they won't have to create new test questions each semester. The way we protect exam content starts with our Search and Destroy feature. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. Test bank websites have made leaked test content too easy to find and share, and we were the first, and still one just a few proctoring companies that search for this test bank content and see that it's removed from the Internet.

Additionally, Honorlock uses patented technology to prevent students from accessing illicit test bank content on any secondary/mobile device while they are taking an exam. Our Multi-Device Detection system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

As an added protection measure, we also prevent students from copying, pasting, and printing during the exam.

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

Instructors are able to use Honorlock's exam settings to choose from different proctoring options on an exam-by-exam basis to determine how the student will be monitored and proctored during the assessment. To prevent students from copying, pasting, and printing during the exam the instructor will simply toggle on the appropriate settings as shown in the diagram below. The Disable Printing toggle prevents access to the browser print function to print or export exam content, while the Disable Copy and Paste toggle prevents exam takers from copying exam content and pasting it outside of the assessment.



Proctoring Settings
Customize your exam experience by selecting from the proctoring options below.

Record Webcam Record student's testing environment using webcam	Record Screen Record student's screen during exam	Record Web Traffic Log student's internet activity
Student Photo Capture student photo before the assessment begins	Student ID Capture ID photo before the assessment begins	Room Scan Record a 360 degree environment scan before the assessment begins
Basic Calculator Allow access to a basic on-screen calculator	Scientific Calculator Allow access to a scientific on-screen calculator	Disable Copy/Paste Block clipboard actions
Disable Printing Block printing exam content	Browser Guard Limit browser activity to exam content and Whitelist URLs only	Whitelist URLs Allow access to specific websites during an exam session
Simulated - Not Proctored Student session will not be recorded or flagged		

Honorlock Exam Settings

8. Provide a description of exam durations being offered.

Honorlock does not set/control the duration of assessments; it simply respects the settings configured by the faculty member in the LMS. And exam costs are not affected by exam duration so our proctoring fee for a one-hour exam would be the same as it is for a two- or three-hour exam.

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

Instructors can use the Exam Guidelines to enter any specific notes for our proctors. This is where the instructor can list any students who need any specific accommodations. The student guidelines should also be added here so it is easy for the proctor to see what guidelines the instructor provided for the student. Below is an example of Proctor Guidelines.

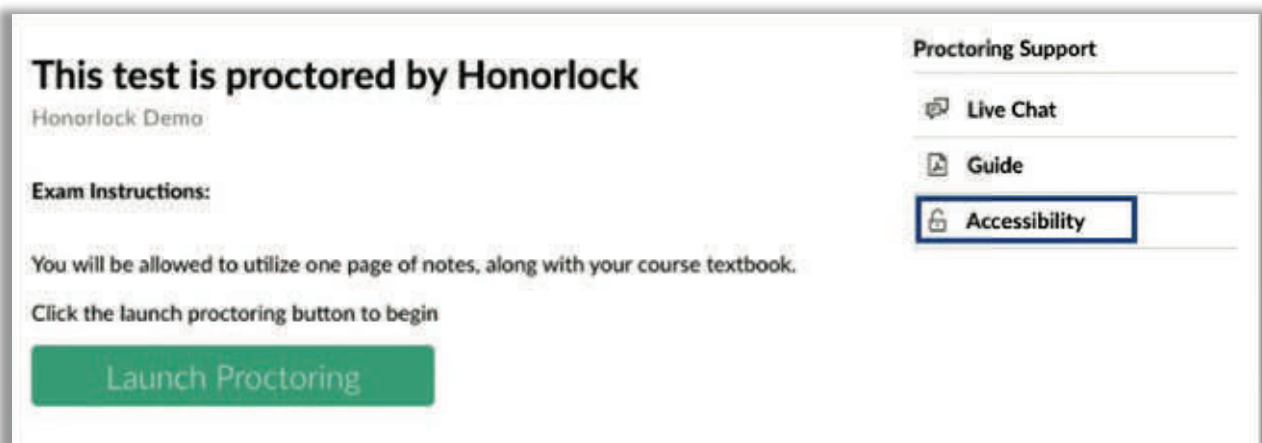
A screenshot of a web interface titled "Proctor Guidelines:". Below the title is a text area with a rich text editor toolbar. The toolbar includes buttons for "Normal", bold (B), italic (I), underline (U), link, text color (A), background color (A), bulleted list, numbered list, and link. Below the toolbar is a text input field containing the placeholder text "List Student accommodations here...".

Exam Guidelines—Proctor

Most accommodations work automatically with our system, such as a student having multiple attempts, needing extra time, etc. As long as the accommodation has been added for that particular student in the LMS, our system will respect that. If a student has special accommodations, such as being allowed to use JAWS, a second monitor, etc., then those should be added in the Exam Guidelines box.

We can also provide a bypass pin for any student who will be testing on site in a testing center or with a physical proctor. This bypasses Honorlock completely and can be done by following the steps shown below.

The student will need to first have the Honorlock chrome extension added, and then once on the Launch Proctoring screen, the student can access the Accessibility button. The student clicks the Accessibility button, the proctor types in the bypass pin that was set for the exam, and the exam opens for the student.

A screenshot of the "Launch Proctoring" screen. The main heading is "This test is proctored by Honorlock" with a subheading "Honorlock Demo". Below this is the "Exam Instructions:" section, which states: "You will be allowed to utilize one page of notes, along with your course textbook." and "Click the launch proctoring button to begin". At the bottom is a large green button labeled "Launch Proctoring". On the right side, there is a "Proctoring Support" sidebar with three links: "Live Chat", "Guide", and "Accessibility". The "Accessibility" link is highlighted with a blue border.

Use Accessibility Tab to Input Bypass Pin

These pins can be requested by the institution on a per-exam, per-student, or global level. The Honorlock Customer Success team can generate these pins and distribute them to the institution administrators on an as-needed basis. Honorlock will now be turned off for the exam session.



Enter Pin to Bypass Proctoring

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

If a student is unable to take the exam with available accommodations or there is an alternative proctoring option (such as a live proctor on campus or at a testing center) there is an instructor/admin pin that the institution's CSM can generate and provide to the faculty member within the Honorlock platform that can bypass proctoring for that specific student. Having the student take their assessment by bypassing online proctoring might be best in certain circumstances where a student prefers to not use a proctoring tool, where students have limited internet, computer limitations, or personal preference to forgo online testing. This exam would not be proctored but the instructor would be able to use proctoring for the exam, but an exception can be made for the student who will be taking their exam at the testing center.

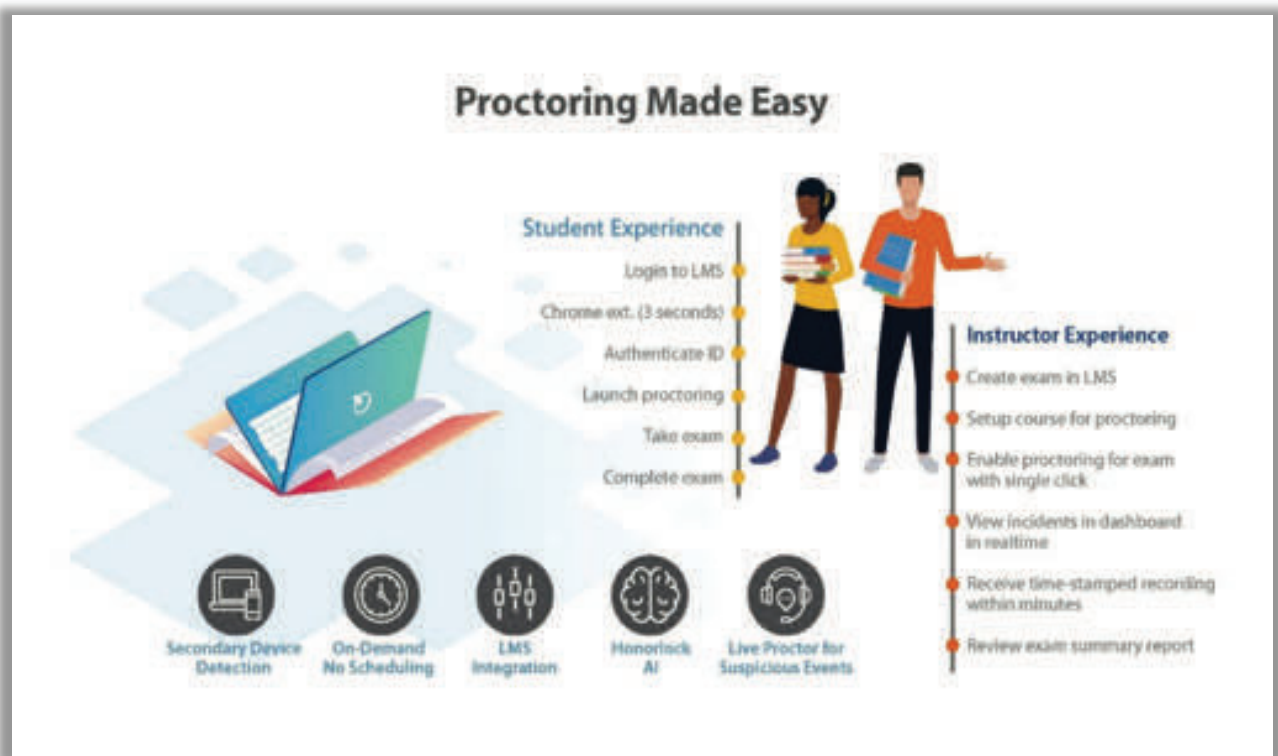
B. Software/Hardware

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 information provided below responds to the requirements identified above that the proposed solution has been implemented in a higher education environment for more than two years, and provides a smooth workflow process for administration, faculty, and students. For clarity and conciseness, all other requirements identified in the above paragraph have been answered below under sections 1. Software/Hardware and 2. Data where those specific requirements have been called out.

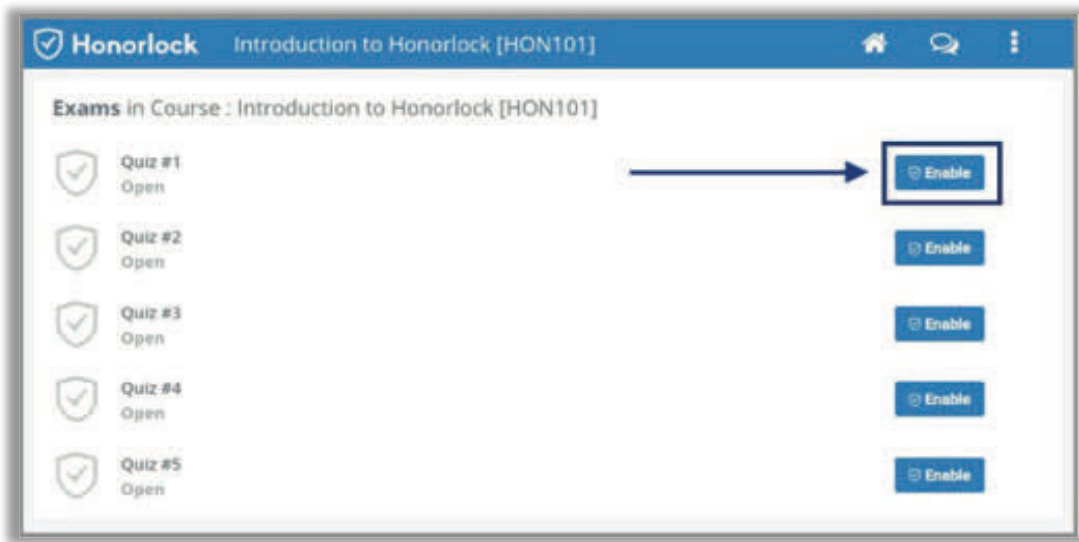
Student and Instructor Workflow

Honorlock has been providing proctoring solutions in higher education since the spring of 2015. We developed our innovative solutions with direct feedback from student and instructor users from many college and university campuses. Honorlock has done all the heavy lifting so your faculty and student users will enjoy the easiest and most effective proctoring experience in the industry. We've built an integration with your LMS so once the instructor has enabled Honorlock for their course it's just a single click process to enable an exam for proctoring.



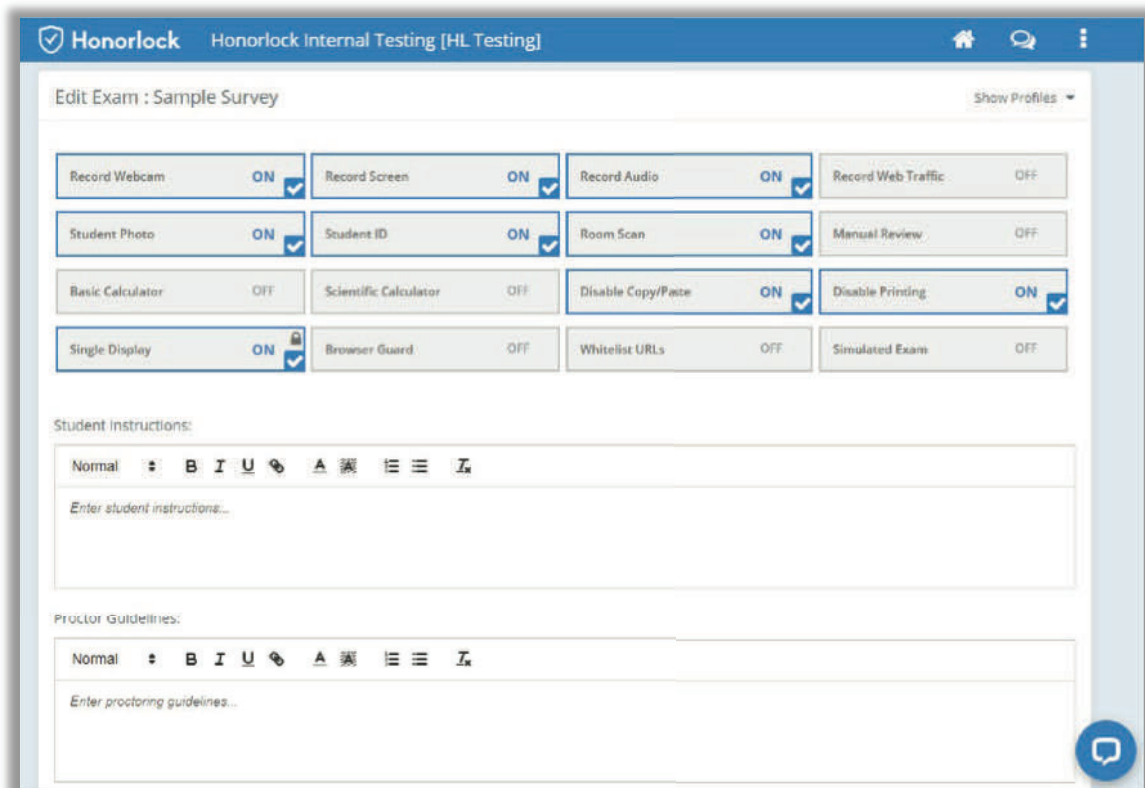
Student and Instructor Experience - Workflow

Since we're an on-demand solution there's no set-up request; the instructor simply creates the exam in their LMS as they normally would and then clicks "enable" to enable the exam for proctoring.



Enabling Honorlock for an Exam

Next, the instructor will have the option to turn on or off a number of exam settings as shown in the screen capture below.



Honorlock Exam Settings

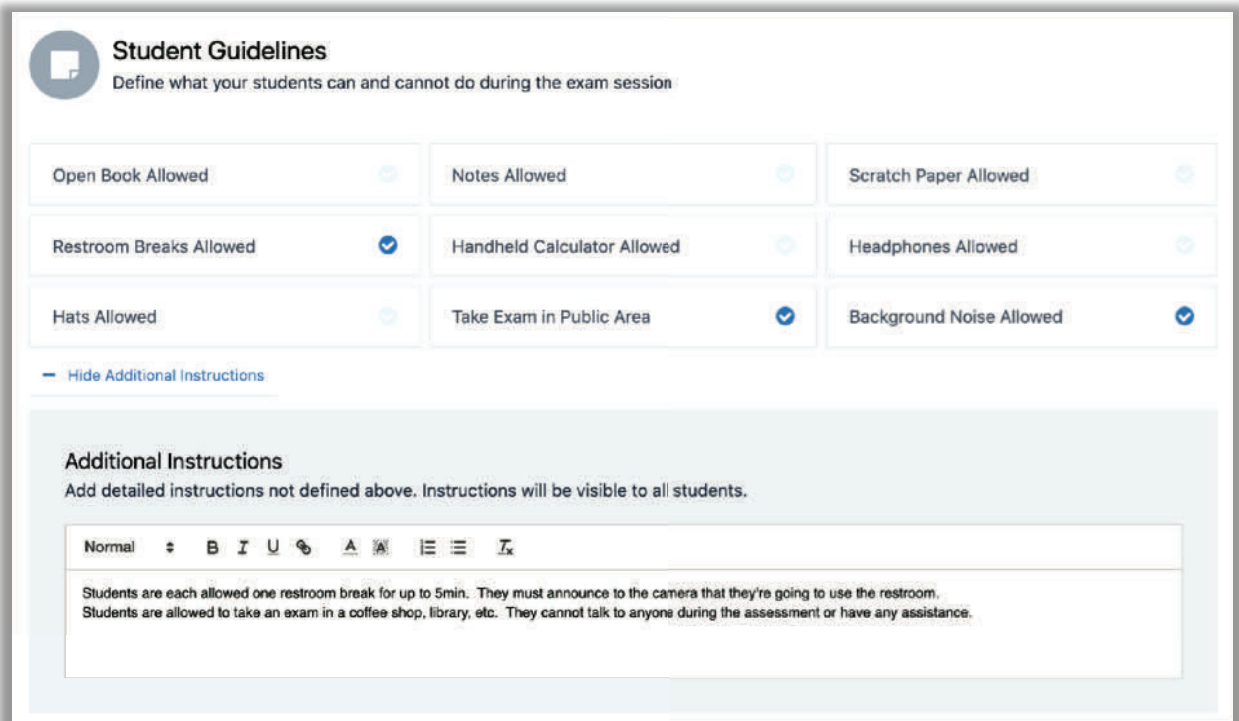
The following table provides a description of the exam settings available to the instructor that can be toggled on and off and that determine the levels of proctoring and how the student's computer is monitored during the exam.

Exam Settings with Descriptions

Exam Setting	Description
Record webcam	Records HD video of the student's face and testing environment using the webcam built into their device or external webcam.
Disable printing	Prevents access to the browser print function to print or export exam content.
Disable copy and paste	Prevents exam takers from copying exam content and pasting it outside of the assessment.
Record screen	Records HD video of the exam taker's laptop or desktop screen.
Record web traffic	Records web traffic logs and monitors the browser activity in Google Chrome during the exam.
Student photo	Requires the exam taker to take a still picture prior to taking their assessment.
Student ID	Requires the exam taker to take a picture with their webcam of their government issued photo ID, or their student photo ID. Honorlock will ensure the name on the ID matches with the name within the LMS.
360-degree room scan	Room scan requires that the exam taker show a 360degree view of their testing environment and there will be onscreen messaging informing them of this. If you are requesting your exam takers show certain items - blank scratch paper, their cell phone being placed out of reach, etc. Instructors can use the Additional Instructions section to detail out what they'd like the exam takers to do for the Room scan.
Calculator	Allows basic or scientific calculator during the assessment.
Whitelist URLs	Grants access via another Chrome tab to any sites that you add in Whitelist field. This could be a link to the e-textbook, DESMOS for an online graphing calculator, or a link to any other web page your exam takers will need to complete the assessment.

Browser Guard	Honorlock's secure browser solution that prevents exam takers from accessing additional applications outside of Google Chrome. Any attempt to access external applications will generate an automated flag to be reviewed when reviewing exam taker results.
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In addition to the Exam Settings described above, faculty can also use the Student Guidelines section to identify what the exam taker can or cannot do during the assessment. We would also encourage the professor to clarify or expand upon any or all of the items they choose to enable in the Additional Instructions section. These guidelines and Additional Instructions will be visible to exam takers when starting their exam and will be utilized by our proctors to determine what is and isn't allowed during the assessment.



Student Guidelines
Define what your students can and cannot do during the exam session

Open Book Allowed	Notes Allowed	Scratch Paper Allowed
Restroom Breaks Allowed	Handheld Calculator Allowed	Headphones Allowed
Hats Allowed	Take Exam in Public Area	Background Noise Allowed

[Hide Additional Instructions](#)

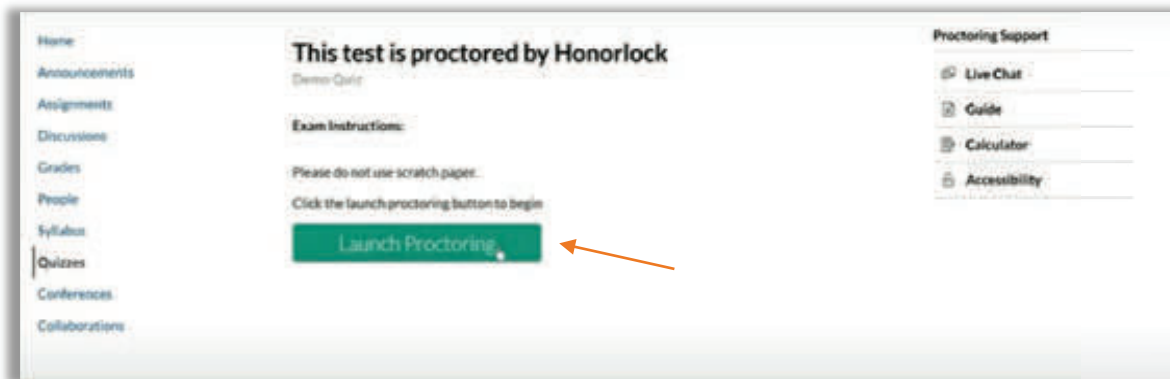
Additional Instructions
Add detailed instructions not defined above. Instructions will be visible to all students.

Normal **B** *I* U

Students are each allowed one restroom break for up to 5min. They must announce to the camera that they're going to use the restroom.
Students are allowed to take an exam in a coffee shop, library, etc. They cannot talk to anyone during the assessment or have any assistance.

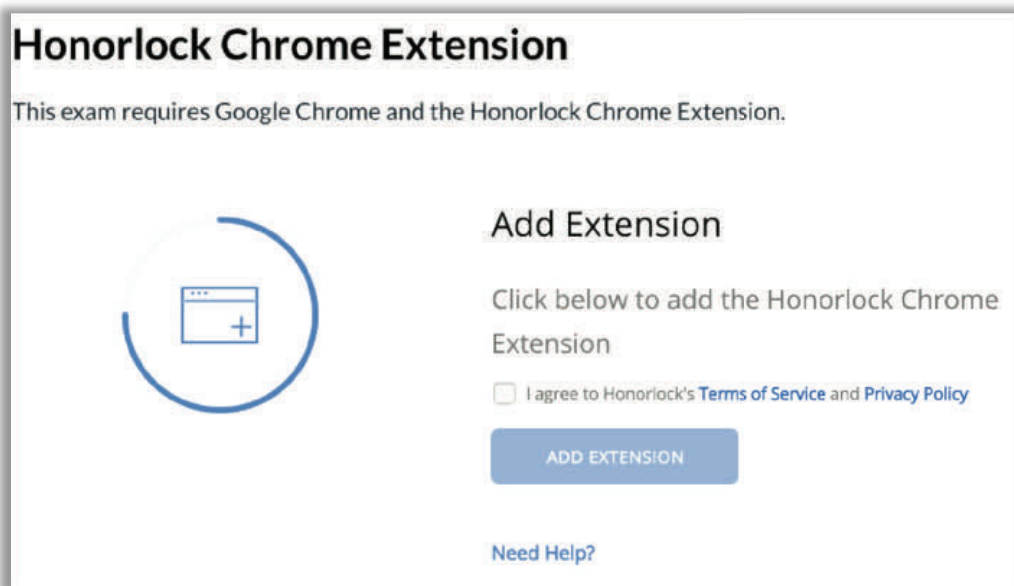
Student Guidelines and Additional Instructions

We've made things very easy for the student too. The student will already be in familiar territory when they attempt to start their first proctored exam since they will go to their exam in the LMS, select the exam they need to take, and launch the proctoring session from there.



Launch Proctoring

If the Honorlock Chrome Extension isn't already installed, then the student will also need to agree to Honorlock's Terms of Use and Privacy Policy and then add the extension:



Add Chrome Extension

1. Software/Hardware

Provide a detailed description of the following features:

Proctoring Solution Platform

Hardware/software requirements for taking an online proctored exam include the following:

- A computer that meets the below minimum system requirements with stable internet connection
- A webcam and a microphone (exam takers can use the webcam built into their laptop or an external one if they'd prefer)
- A student ID card (or a government-issued photo ID such as a driver's license)
- Minimum requirements are provided in the table below but are subject to change, so please check our support site at <https://honorlock.com/support/>.

Minimum System Requirements

System power	Dual-core 2.4 Ghz CPU, 2 GB ram or better Intel processor, 2 GB ram or better
Operating system	Windows 10 or greater Mac OS 10.13 or greater Chrome OS version 79 or greater
Supported browser	Google Chrome—minimum version 79
Internet connection	Speed: 1.5 Mbps download, 750 Kbps upload

Our system is compatible with computers and laptops operating on Windows, Mac, and Chrome OS's that meet our [minimum system requirements](#). Honorlock is completely cloud and browser based, requiring no additional native software other than the Google Chrome browser and the Honorlock Chrome extension.

Honorlock provides a simple single-click test that confirms OS and browser versions, webcam, microphone, and an appropriate internet speed for the student's proctored exam session. Students can validate that their computer meets the minimum system requirements on our [support page](#). Please note, Honorlock's minimum system requirements are subject to change.

Faculty are encouraged to use the Chrome browser when enabling assessments with Honorlock; however, they can use any browser supported by the LMS.

Branding

Our proctoring system is seamlessly integrated and embedded within the institution's LMS system, thus natively acquiring the branding of the LMS. No custom branding is needed or available for Honorlock.

Hosting options

Honorlock is an on-demand online proctoring solution with 24/7/365 availability and is fully hosted on the cloud-computing (SaaS) infrastructure provided by Amazon Web Services (AWS). There are no self-hosting options available with Honorlock.

LMS integrations

Honorlock is a certified partner of the three leading learning management systems—Canvas, Blackboard, and D2L. Our proctoring technology seamlessly integrates with these learning management systems through LTI and/or a building block. Administrators install the Honorlock app to the primary LMS account for campus-wide use or to a sub account to restrict usage to a single college or department.

Instructors enable their test with Honorlock, and neither the instructor nor the student ever has to leave the LMS. The instructor is able to edit the exam proctoring settings within the LMS. Once enabled and added to the LMS, Honorlock appears in the instructor's sidebar or course navigation bar, depending on the LMS, and the proctoring results are easily viewed and available within the Honorlock LTI.

Publisher Platform integrations

Honorlock's Universal Exam Integration provides institutions with the flexibility to proctor their student assessments taken with third-party providers, such as Pearson MyLabs, Wiley, McGraw-Hill Connect, etc. This capability is unique in allowing an institution to employ the same proctoring capabilities to exams outside the native LMS. Honorlock has a sophisticated way of protecting the password for the exam, which is inserted for the student to start their assessment. When the student completes their third-party assessment, Honorlock stops the proctoring/recording and uninstalls the extension automatically for the student. For more detail please reference the following Honorlock Knowledge Base articles:

- [How to Use Honorlock For Universal Exams \(Faculty\)](#)
- [How to Use Honorlock with a Universal Exam \(Student\)](#)

Data Centers (locations)

Honorlock is fully hosted on the cloud-computing (SaaS) infrastructure provided by Amazon Web Services (AWS), including Amazon Elastic Compute Cloud (EC2) and fully redundant storage infrastructure of the Amazon Simple Storage Service (S3).

Amazon EC2 is hosted in multiple locations worldwide. These locations comprise regions and availability zones. Each region is a separate geographic area, and each region has multiple isolated locations known as availability zones. Institution data is hosted in the US East (Northern Virginia) region with three EC2 availability zones and the US West (Oregon) region with three EC2 availability zones.

Third-party or subcontractor partnerships or involvement

Honorlock will not involve subcontractors or third parties in the delivery and support of our proctoring services.

System scalability

Honorlock has designed the network architecture to be secure, scalable, and easily managed using the networking services and building blocks provided by Amazon Web Services. Honorlock's infrastructure was built to support flexible scaling to meet customer demand within a short time window.

During periods of high usage, additional resources are deployed to the infrastructure to ensure a high-quality proctoring experience for all users. The same is true for expanding from thousands of users to hundreds of thousands of users. Additional resources through our AWS SaaS cloud infrastructure are deployed so there is no degradation in the user experience.

System redundancy and availability

The capabilities of Amazon's comprehensive hosting services provide the following:

- Fully redundant computing resources with active monitoring for failure detection and automated fail-over
- Real-time performance tuning
- Data protection with real-time cross availability zone replication of data and database
- Load-balanced application servers and aggressive data caching for superior web performance

Backup and recovery strategy

Honorlock client data is backed up automatically both in real time and on a twenty-four-hour schedule to multiple geographic locations, rather than a single data center. This allows Honorlock to provide superior disaster recovery in the case of outages.

In the event of a disaster, Honorlock mitigates damages by limiting access to affected services, notifying clients with both initial and regular updates, and working diligently to return services to regular levels with the help of restore and recovery capabilities offered by our cloud solution Amazon Web Services (AWS). Honorlock's business continuity plan

includes redundancy through load-balanced servers hosted in multiple availability zones. Our recovery plan is tested annually.

Disaster recovery, testing and business continuity plans

An outline of Honorlock's Disaster Recovery, Testing, and Business Continuity plan is provided below. Our full Disaster Recovery and Business Continuity plan can be provided upon the signing of a non-disclosure agreement.

Purpose and Objectives

The objective of Honorlock's Business Continuity and Disaster Recovery Plan is to provide guidance for the restoration of facilities and critical business processes. It is an essential requirement that Honorlock provide ongoing supply of customer services to an acceptable level. The plan defines the recovery procedures required to continue/restore core services in the event of a disaster.

This plan describes the organizational framework and procedures to be activated in the event of a disaster occurring to enable recovery of services provided to Honorlock's customers and the relevant business teams supporting these services.

Overview of Contingency Strategy

The contingency strategy aims to recover operations with minimal, if any, impact on the services supplied to our customers. The contingency strategy focuses on resolving issues relating to information technology, suppliers and service factors for services offered to Honorlock's customers and, where appropriate, the public.

Specifically, the contingency strategy focuses on:

- Immediate welfare of staff employed at the service site
- Assessing the workload requirements for each function
- Establishing priorities for, and allocate the use of, technological and human resources
- Delegating responsibilities for critical recovery procedures of each functional service area
- Central control of recovering operations
- Communicating the status of the event to customer representatives, management, and alternate sites.

Classifying the Event

Different disaster situations impact the business operations at Honorlock in unique ways. This plan focuses on disaster scenarios that have a likelihood of occurring and highest impact on the operational performance of supplied customer services. The circumstances which impact the operations of the Honorlock site have been identified to include disruptions resulting from natural, environmental and/or threatening events and include:

Natural	Fire Flooding Pandemic Hurricanes and storms
Environmental	Power/Utility failures External suppliers of service Equipment destruction/breakdown Cloud/IT malfunction
Threatening	Sabotage by external parties Security breaches

2. Data

Provide a detailed description of the following features:

Data encryption in transit and at rest

Data in transit is encrypted using TLS 1.2, with SHA-256 and RSA 2048-bit public key for all data transfers in and out of our system. Data at rest is encrypted with AES-256 block encryption.

Security – data access and protection

Honorlock is fully committed to maintaining compliance with all state and federal regulations to ensure the privacy of student data and personal information. Honorlock is fully compliant with FERPA regulations, and we give our customers the tools they need to maintain their compliance.

Honorlock's data policies and practices are in compliance with GDPR regulations and the US Privacy Shield. We are also SOC2 certified. Our full SOC2 report can be provided to the institution upon signing of a nondisclosure agreement.

Honorlock never accesses student education records and only uses basic directory information for identification purposes. This information is never transferred out of Honorlock's system and is erased completely according to the agreed-to data-retention policy.

Data breaches

Honorlock has procedures in place to notify appropriate staff in case of a system breach. Honorlock mitigates damage related to data breaches by encrypting data at rest, storing

limited identifying information, and through consistent monitoring. In the event of a data breach, Honorlock would immediately notify tenants if a breach may have affected their data. Following that, Honorlock would work to understand the scope and cause of the breach and to resolve any outstanding issues.

Our incident response plan is focused on procedures to detect, respond to, and limit the effects of a security breach. The key steps cover preparation, identification, containment, removal of affected systems, recovery, and then lessons learned. We test and confirm the success of our incident response plan at least annually.

Ownership of data

The institution always maintains full ownership of their own data. Honorlock is authorized to use “anonymized” institution data which is defined in our MSA as:

3.1 We monitor the performance and use of the Platform by our customers and collect data in connection therewith (the “Usage Data”). We may combine this Usage Data with other data (including anonymized elements of the Subscriber Content), and use such combined data, or a subset thereof, in an aggregate and anonymous manner (the “Aggregate Data”). You hereby agree that we may collect, use, publish, and vend such Aggregate Data; provided, however, that such usage shall not, directly or indirectly, identify you or your Authorized Users or contain your Confidential Information.

Termination of services; what happens to the data?

As part of the exit process, the CSM team conducts an exit interview. Part of this interview is to determine when the client wants to end the storage of their data and to set an agreed-upon deletion date. If the client wants Honorlock to provide any data, it is copied and provided in a media format of choice. The client admin is also able to download content such as a student session directly from the LTI. Regardless, the data is not destroyed without written thirty-day notice at the conclusion of the final contract period.

Honorlock, as an AWS partner, follows federal NIST 800-88 guidelines for proof of data/drive destruction. AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in DoD 5220.22-M (“National Industrial Security Program Operating Manual”) or NIST 800-88 (“Guidelines for Media Sanitization”) to destroy data as part of the decommissioning process.

Restrictions on amount of data stored on the proposed solution

There is no restriction on the amount of data that Honorlock stores for a client. Honorlock regularly purges all data older than twelve months.

3. Security

Provide a detailed description of the following features:

Restrictions on number of users accessing the proposed solution

There are no restrictions on the number of users that can access the system. Honorlock has designed the network architecture to be secure, scalable, and easily managed using the networking services and building blocks provided by Amazon Web Services. Honorlock's infrastructure was built to support flexible scaling to meet customer demand within a short time window.

During periods of high usage, additional resources are deployed to the infrastructure to ensure a high-quality proctoring experience for all users. The same is true for expanding from thousands of users to hundreds of thousands of users. Additional resources through our AWS SaaS cloud infrastructure are deployed so there is no degradation in the user experience.

Student Privacy

A summary of Honorlock's data security/privacy profile includes the following:

Encryption

Data in transit is encrypted using TLS 1.2, with SHA-256 and RSA 2048-bit public key for all data transfers in and out of our system. Data at rest is encrypted with AES-256 block encryption.

Student Records

Honorlock is fully committed to maintaining compliance with all state and federal regulations to ensure the privacy of student data and personal information. Honorlock is fully compliant with FERPA regulations, and we give our customers the tools they need to maintain their compliance.

Honorlock's data policies and practices are in compliance with GDPR regulations and the US Privacy Shield. We are also SOC2 certified. Our full SOC2 report can be provided to the institution upon signing of a nondisclosure agreement.

Honorlock never accesses student education records and only uses basic directory information for identification purposes. This information is never transferred out of Honorlock's system and is erased completely according to the agreed-to data-retention policy.

Privacy Policy

All users (admin, faculty, students) are required to agree to our privacy policy [Honorlock Privacy Policy](#) before they download the Honorlock Chrome extension, which is required to use our proctoring services.

Honorlock agrees that it will protect any Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Honorlock shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the information. Honorlock reserves the right to destroy any such data after six months or a mutually agreed upon duration.

Please also see our [Student Privacy Statement](#) also available on our www.honorlock.com website.

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

All Honorlock proctors are trained related to the US Family Educational Rights and Privacy Act 34 CFR 99 and will abide by FERPA at all times in receiving, storing, and distributing personally identifiable information.

Honorlock's data policies and practices are in compliance with GDPR regulations and the US Privacy Shield. We are also SOC2 certified. Our full SOC2 report can be provided to the institution upon signing of a nondisclosure agreement.

Honorlock never accesses student education records and only uses basic directory information for identification purposes. This information is never transferred out of Honorlock's system and is erased completely according to the agreed-to data-retention policy.

Additionally, Honorlock's Master Subscription Agreement says the following:

Honorlock shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access and to secure the Customer Confidential Information and data. HL agrees: to abide by FERPA's limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by or on behalf of Customer or its authorized users for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law or as authorized by Customer in writing.

Web usability and ADA compliant accessibility of the proposed solution

The Honorlock interfaces for administrators, instructors, and students are ADA accessible and compliant with Section 508 of the Americans with Disabilities Act. Honorlock ensures all products conform with the latest accessibility guidelines. Our development team uses leading-edge accessibility testing tools throughout the development process and is always looking for better ways to help the disadvantaged have a fair and objective testing experience. We also consult with external industry-leading experts regularly to continually improve our accessibility compliance.

Honorlock has also been developed and tested to conform to WCAG 2.0 level AA guidelines for accessible use. Conformance to accessibility guidelines is part of our development process, and testing is completed using various tools, including screen readers (Jaws and NVDA) and Deque's axe. Before any new feature is released, it goes through an accessibility checklist and must meet our standard for accessibility, or the feature will not be included in the new release. All information including details and disclosures has been specified in our VPAT, which is available at <https://honorlock.com/accessibility-statement/>.

Note: Offerors may increase their liability by creating educational records and keeping them on file permanently on external servers. If student recordings are kept on a cloud server it may pose a higher risk of violating FERPA. Offerors may not subcontract labor to a third-party as this may violate FERPA.

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?

Training is available for faculty, administrative staff, and students and can be done through on-site training workshops as well as webinars (*Please note that on-site training is temporarily suspended due to COVID-19*).

Honorlock also provides a comprehensive list of quick reference guides, help articles, and videos for faculty and students. This includes resources provided to the admin to assist in student orientation and training (if needed) and suggested syllabus language for instructors to ensure users have resources that are all encompassing.

These guides and tutorials are effective as a means of providing ongoing training for new faculty and/or administrator users. Most of these resources are available in our customer Knowledge Base at <https://honorlock.kb.help/>. Additionally, Honorlock emails faculty each month (or bimonthly depending on the schedule) announcing our webinar series for the next few weeks, allowing any and all faculty to register for any webinars of their choosing.

Implementation occurs based on the goal set by the client to go live at the institution. Once the go-live date is established, the full implementation, including training and onboarding sessions, take anywhere between two days and two weeks depending on the availability of the institution's admins, LMS admin, and faculty members. The timeline of events in the diagram below provides an overview of the sequence and timing of sessions as they typically occur.

Ongoing Resources and Training

Honorlock provides automated resources to faculty users. This is initiated at the time faculty members add the Honorlock LTI to their course. Honorlock receives a notification that it leverages to provide a drip campaign of resources that are time based to provide the faculty users with quick reference guides, resource guides, suggested syllabus information, FAQs, etc., on a cadence to supplement their progress of use within the system. This ensures that each faculty user is equipped with the resources they need to be successful without having to search for the information.

The CSM holds regular meetings with the key administrator to review student usage, faculty usage, goals for adoption, and many other things as part of the ongoing support of the account. In addition, the CSM hosts webinars to assist faculty with best practices and/or training for new product-related features that are released.

Additionally, our customer success team regularly hosts a webinar series on how to use Honorlock with your learning management system - including how to enable and configure your assessments, understanding the student experience, and how to review the proctoring results. The following link will show our upcoming webinar events which are free to attend: [Upcoming Honorlock Webinars](#)

Technical support for faculty, staff, and students

Honorlock provides world-class customer service with our 24/7/365 phone, live chat, and email support for instructors and 24/7/365 live chat and email support for students. Technical support is provided by Honorlock employees throughout the United States.

Chat support access is built within the product and available in real time, so as the student navigates through their exam, a link to our live chat and support is a click away. There is no need to leave the exam or question how to find help when they run into an issue.

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

It is essential that the peripheral hardware includes a functioning microphone and webcam. Exam takers can use the webcam built into their laptop or an external one if they'd prefer.

Support of devices, operating systems, and web browsers

Honorlock provides a simple single-click test that confirms OS and browser versions, webcam, microphone, and an appropriate internet speed for the student's proctored exam session. Students can validate that their computer meets the minimum system requirements on our [support page](#). Please note, Honorlock's minimum system requirements are subject to change.

Compatibility with new releases of LMS and Browser

Our Chrome extension has wide support for multiple browser versions, including future versions. Google announces any Chrome version changes that affect extensions ahead of




time, providing Honorlock developers sufficient time to react and test. We are directly partnered with the developer evangelist for the Chrome app store.

For the LMS, changing versions or adding features is less of an issue than the learning management system's LTI APIs, as we are an LTI tool within the LMS. As long as the LMS remains LTI compliant, our integration should continue to work uninterrupted. Additionally, we meet IMS compliance standards and follow the general framework for LTI integrations supported by all LMS- and IMS-compliant learning tools.

Third-party integrations

Honorlock is a certified partner of the three leading learning management systems—Canvas, Blackboard, and D2L. Our proctoring technology seamlessly integrates with these learning management systems through LTI and/or a building block. Administrators install the Honorlock app to the primary LMS account for campus-wide use or to a sub account to restrict usage to a single college or department.

Instructors enable their test with Honorlock, and neither the instructor nor the student ever has to leave the LMS. The instructor is able to edit the exam proctoring settings within the LMS. Once enabled and added to the LMS, Honorlock appears in the instructor's sidebar or course navigation bar, depending on the LMS, and the proctoring results are easily viewed and available within the Honorlock LTI.

	How Versions are Managed	Versions We Support	Other Requirements
	<ul style="list-style-type: none"> Managed by Canvas Full versions of Canvas are always on current Canvas version 	Current Production Version	Integration requires the use of an LTI link and developer keys
	<ul style="list-style-type: none"> Managed by D2L No option for self-hosted Always on current D2L version 	Current Production Version	Integration requires the use of an LTI link, an external app, and adding Honorlock as a trusted site
	<ul style="list-style-type: none"> If self-hosted, they can be on any version If BB-hosted, they will be auto-upgraded by BB Ultra and Original are two different interfaces of Blackboard Learn 	Version 3300+* Only the Original Course View	Integration requires the use of the Blackboard Building Block

* Subject to change

Honorlock Integration Information

Active Directory

Honorlock maintains a local database for group management and uses single sign-on authentication via the LMS's OAuth protocols. No passwords are required to use Honorlock, as our LTI integration is completely SSO based.

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

Honorlock's support team prides itself on delivering world-class customer service. Their focus is to provide student-centric assistance as quickly as possible to ensure they are able to begin their assessments in a timely way. All chats are recorded, and students can request transcripts be emailed to them at the conclusion of a chat. Furthermore, if an exam taker chats with our support team during an assessment, the faculty is able to see the full chat transcript when reviewing the student's exam recording.

Students typically contact support for one of two reasons: a technical issue they need assistance with or an educational inquiry.

For a technical issue, students typically reach out as they are attempting to begin their assessment. If a student needs assistance with granting permissions for Honorlock to record their screen or enabling their webcam, they can reach out to our chat support within the LTI itself. From there, a support representative guides them through the troubleshooting steps that they need to complete to begin their assessment. Once resolved, the support representative confirms that the student did not have any additional questions/concerns, and the chat concludes.

For educational questions, students might reach out to Honorlock support through a live-chat or via email. Students can inquire if their system meets the MSRs, and our support representative would send them our MSR system check to validate if their device met the MSRs.

Customer Success Manager (account manager)

Honorlock's Customer Success managers are committed to being dedicated client advocates. From the beginning of the client journey, our Customer Success team works with your faculty to ensure that they become avid users of our product. Between the personalized faculty training sessions and our ongoing webinar series, we are committed to ensuring a successful experience for both faculty users and exam takers. Our main initiatives revolve around ensuring that we surpass the goals set forth by each institution that we onboard. Our Customer Success managers are committed to developing long-lasting partnerships by ensuring that the needs of our clients are not only heard but advocated for. As partners, our team works with your institution to provide you with general best practices and policy implementations to ensure that the institution, and students, are getting the most out of their user experience.

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

Institutional Prepaid orders: Honorlock will invoice upon signing of the applicable Order Form.

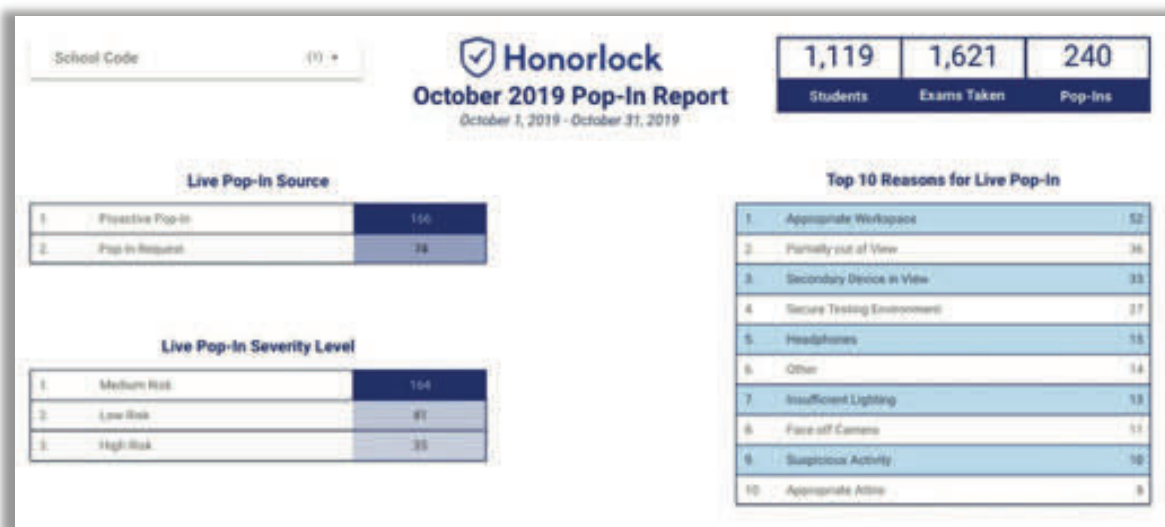
Institutional Multi-year orders: Honorlock will invoice Year 1 upon signing then subsequent invoices 30 days prior to the anniversary date.

StudentPay orders: The student will pay by credit card at the time of each exam.

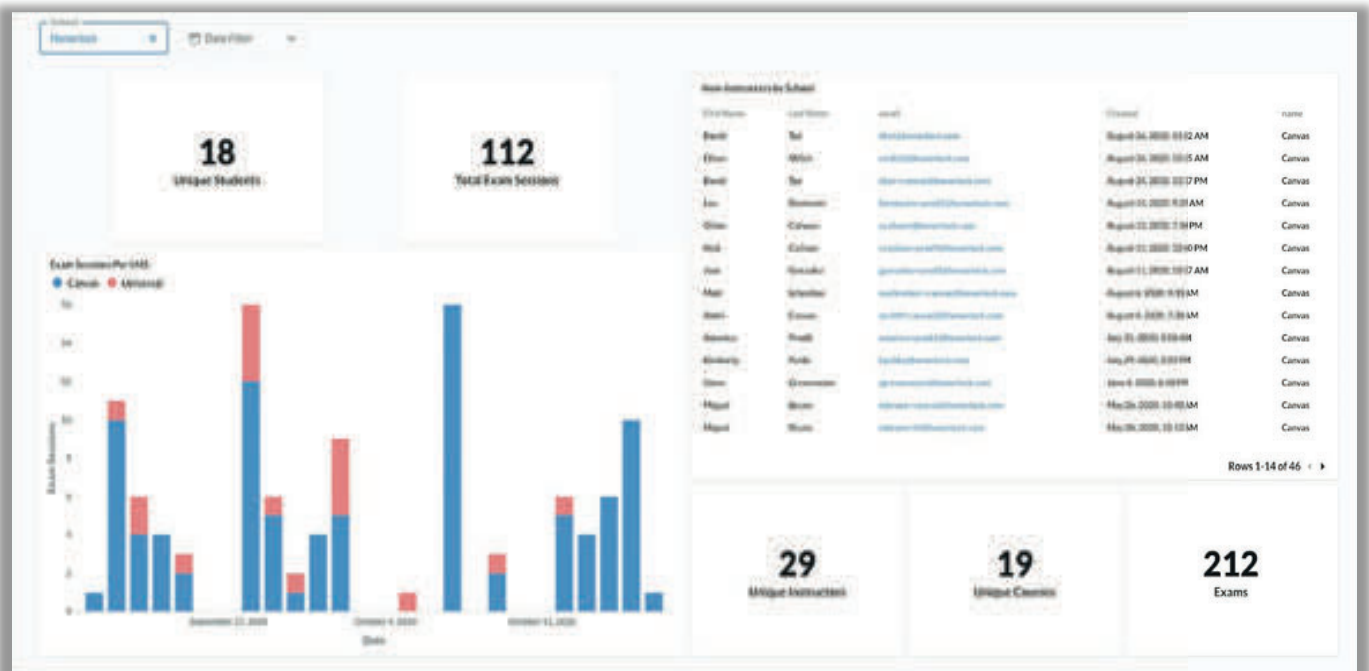
For order history the institution's CSM can work with our finance department to provide this information. We are able to provide copies of the institution's fully executed agreements and/or a summary of past invoices, etc. For student pay, we'd be able to pull a query, via Stripe, to compile this information if requested. We also have the ability to present this information by pulling the Finance report available within Metabase.

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?

CSM's will partner with each academic institution to provide quarterly updates around usage, exam sessions, etc. Samples of the reporting that our CSM currently is able to provide to institutions is provided below. Some self-generated stats and usage reporting is in development and currently planned for release in the fourth quarter of 2020. This usage reporting will be available to institutions either in real time or within twenty-four hours—to allow for open exam sessions to close out.



Sample Usage Report Provided by CSM



Monthly Client Health Report

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.

Atop the list of our competitive advantages and value-added services are a few of our advanced monitoring features previously mentioned that undeniably set Honorlock apart from other proctoring solutions.

Search and Destroy

Honorlock's proprietary test bank removal technology is called Search and Destroy. When Honorlock has been enabled on an assessment Honorlock searches for that content on numerous third-party websites. If that content is found, Honorlock files a DMCA copyright takedown notice on the faculty member's behalf. We suggest enabling Honorlock seventy-two hours before the assessment starts to ensure the maximum benefit of this Search and Destroy process.

Multi-Device Detection

Our patented Multi-Device Detection system can detect if a student is attempting to access test bank content on certain websites from another device (cell phone, tablet, etc.) during an active assessment. As students have access to more and more devices, it becomes harder for instructors to preserve academic integrity—especially in a remote testing context. We're proud to have the industry's first and only technology to detect cell phone, tablet, and laptop use while a student is taking an assessment. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence.

Live Proctor Pop-in

Honorlock's Live Proctor Pop-In is the industry's first hybrid between automated and live proctoring. With our Live Pop-In feature, AI runs in the background and notifies our proctors of any suspicious activity or noted inconsistency with the testing guidelines. Our live proctors then enter an analysis window, where they view the student taking the exam in a one-to-one setting and determine if the infractions warrant interrupting their session.

Once in the student's exam session, the live proctor can further assess the situation and speak directly with the student. The proctor works with the student to correct the deficiency. If academic dishonesty is suspected or apparent, the proctor requires the student to immediately stop that activity, and the instructor is contacted directly. For all other violations, the student's session is marked with an indicator that a pop-in occurred. By performing these functions, our team of proctors helps to maintain integrity throughout the assessment and quickly redirects any student who might be engaging in unethical behavior.

Live Pop-in keeps the human touch yet delivers a much less intimidating and non-invasive testing experience for the student.

Voice Detection

Honorlock creates a written transcript whenever a voice is detected. With our voice-detection technology, Honorlock creates a high-priority flag whenever words such as “Siri,” “Alexa,” “Cortana,” or “Google” are heard as well as any word from a dynamic list of words or phrases such as “help me,” “what’s the answer,” “cheat,” “question,” “answer,” and “copy.”

Additional Value Added Services:

Support / Implementation / Training

All pricing options also include the following support, implementation, and training services at no additional charge. Training Webinars can be recorded and used by the institution as needed.

- 24/7/365 Support
- 90-minute Webinar Training - Free Train the Trainers/ID’s/Faculty/Admin/IT Staff
- Integration and setup w/ Learning Management System
- Syllabus language and testing guidelines
- Guides for Students, Faculty, and Admins
- Additional virtual training sessions available (90 minutes) - \$250
- Onsite Training - \$2,500 (to resume in 2021)

Simulated Exams

Honorlock offers the use of simulated exams. These exams look and feel like our full proctoring. Students have to authenticate themselves and the technology works in the exact same manner, including all features of our Browser Guard (lockdown browser), the only difference is that there is no recording or report of the student during testing. Essentially, this allows you to replace your lock down browser tool with Honorlock’s simulated exams without any extra charge. These will be included for use on low stakes exams such as quizzes, pop-quizzes, syllabus quizzes, etc. Use cases, examples, and best practices for use of simulated exams are included as part of onboarding and implementation.

This is a means of delivering exams in mass without taking on the financial burden of paying for each proctored exam. Many schools do a ratio of exams being simulated to ensure that the presence of proctoring serves as a deterrent and the student cannot risk academic dishonesty on any exam because they do not know which exams are being recorded. The best part of simulated exams is that they cost \$0 to give. The only

requirement is that you give real exams in at least a 1-1 ratio to simulated exams. Use of simulated exams only applies to the User and FTE proposed pricing models.

Exhibit A. Response for National Cooperative Contract

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Honorlock commenced business on May 1, 2015 as a startup venture in Florida Atlantic University's Tech Runway program and has been used by customers in higher education since July 11, 2015. Our core support and proctoring operations are managed out of our corporate headquarters in Boca Raton, Florida.

As students at Florida Atlantic University, our founders recognized that while technology in recent years had changed education by exponentially increasing a student's ability to access and take in information, the technology that gave instructors the ability to turn off that flow of information and ensure a fair and reliable online assessment process had not kept pace.

So, they came up with an idea, developed a prototype of an online proctoring solution, entered an entrepreneurship competition, and took their prize money to get face time with college and university administrators, faculty, and students. They wanted to find out firsthand from end-users what kind of tools and features are needed in an online proctoring setting to ensure academic integrity while providing a less invasive, less stressful testing environment for students.

Honorlock set out to be a disruptive force and an innovative leader in the proctoring industry. In 2018, Daniel Cane, co-founder of Blackboard, and Michael Hemlepp, CEO of Redilearning, joined as investors and Board Advisors. Now with more than 60 employees and over 250 higher education customers, Honorlock is the solution of choice for institutions that want to adopt the most effective and innovative online proctoring solution in the industry.

B. Total number and location of sales persons employed by Supplier.

Honorlock currently has a team of nine sales professionals that include a VP of Revenue, a VP of Sales for the Mid-Central US, a Western States Regional VP, a Southeast Regional Director, a Northeast Regional Director, as well as market development, sales operations, and RFP support personnel.

C. Number and location of support centers (if applicable) and location of corporate office.

Our primary support center is located at our corporate offices in Boca Raton, FL. Currently, as we help the education market sustain their remote learning initiatives through the COVID-19 pandemic, as well as adhere to local and national health advisories our technical support is provided by Honorlock employees throughout the United States.

D. Annual sales for the three previous fiscal years.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

a. Submit FEIN and Dunn & Bradstreet report.

FEIN: 82-1939155

DUNS: 092806609

E. Describe any green or environmental initiatives or policies.

The very core of our business lends itself to sustainability and to reducing greenhouse gas emissions today and in the future. We support colleges and universities in developing and sustaining their online programs by ensuring they can administer exams and assessments in a virtual setting and still maintain their standards of academic integrity. As we help institutions grow their online programs this means fewer students will have to commute to school every day or make a trip to the testing center when it's exam time. These efforts have only been accelerated with the current COVID-19 pandemic.

With our new office space, we made a point to purchase energy efficient equipment so that we are able to not only manage our energy costs more efficiently but maintain sound sustainability practices well into the future. We've installed motion sensitive and energy efficient light bulbs, so we are using less electricity, and only when needed. For lighting that is not motion sensitive we've instructed our staff to turn lights off when leaving a room and to always take advantage of natural light when there is an opportunity. We encourage our employees to look for and share ways that we can all be more energy efficient both at home and in the office. We also have plans to get an energy audit from our local utility company to get feedback as well as tips on what we can do to improve our energy efficiency.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate

how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Honorlock's Diversity Policy:

Honorlock is an equal opportunity employer. We don't tolerate discrimination against protected characteristics (gender, age, sexual orientation, race, nationality, ethnicity, religion, disability, veteran status.) We want all employees to treat others with respect and professionalism. In practice, this means that we:

- Hire and promote people based on skills, experience or potential and try to reduce bias in every process (e.g. through structured interviews.)*
- Make accommodations to help people with disabilities move about safely on our premises and use our products, services, and equipment.*
- Use inclusive, the diversity-sensitive language in all official documents, signs, and job ads.*

Apart from those actions, we commit to penalizing every discriminatory, offensive, or inappropriate behavior.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise Yes No

No.

If yes, list certifying agency:

***b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Yes No***

No.

If yes, list certifying agency:

c. Historically Underutilized Business (HUB) Yes No

No.

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes No

No.

If yes, list certifying agency:

e. Other recognized diversity certificate holder Yes No

No.

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Honorlock will not involve subcontractors or affiliates in the delivery and support of our proctoring services.

I. Describe how supplier differentiates itself from its competitors.

A few features that set Honorlock apart from the competition are highlighted in the table below:

Honorlock On-Demand Remote Proctoring	Other Proctoring Companies
The Multi-Device Detection feature is our patented technology that detects if a student is attempting to search for answers on another device, such as a cell phone or tablet. In the event of secondary device violation, Honorlock captures the screen recording of the activity that occurred on that website by the secondary device to provide maximum evidence and creates a flag in the reporting.	No way to detect if a student is attempting to search for answers on another device.
The Search and Destroy feature searches for leaked or previously used exam content and requests the removal of content from the third-party website by filing DMCA copyright takedown notices.	Unique exam content can be searchable on third-party websites with no ability to remove the content.
Our Live Pop-In introduced a hybrid approach to proctoring where a live proctor is only engaged when triggered by suspicious activity. Another example of Honorlock disrupting the industry.	Many solutions are either automated or live. With only automated proctoring, it can be time consuming for faculty to review any/all flags that come up during an exam. With live proctoring, scheduling an appointment and lack of flexibility cause additional stress on the exam taker.

The proctoring approach is less intimidating and noninvasive.	Students feel that a proctor watching them from the beginning to the end of the exam is invasive and leads to additional anxiety.
Exams are easily enabled within the LMS with a few clicks. Students simply go to their exam in the LMS as they normally would and launch proctoring.	Exams are enabled in outside portals, often requiring the creation of multiple accounts and duplicate information.
Exam recordings are typically available within ten minutes after the student completes the exam.	Exam recordings can take up to three days to be uploaded in a third-party portal or can take over a week for a proctor to watch the recording after the student completed the exam and create the report of any incidents.
A simple flat-rate fee is available per exam or per student.	Exams are often charged by the hour, making two- and three-hour exams two to three times more expensive.
Students can access Honorlock 24/7/365 on demand with live technical support.	Students often have to schedule a time to take their exam and do not have access to technical support.
There is no software to download or additional logins.	Students have to download bulky software that slows down their computers and create a login to a third-party website.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Honorlock has not been party to any litigation, bankruptcy, or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;***
- b. is not owned or operated by anyone who has been convicted of a felony; or***
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

Honorlock is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Honorlock has not had any debarment or suspension activities taken against it.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Honorlock provides flexibility to our customers by offering the following levels of proctoring services:

Level 1, Automated (AI): Our fully automated solution detects suspicious behavior and flags incidents for instructor review. The log of any aberrations/instances of potential academic dishonesty is immediately available to the instructor for review in the LMS once the student completes the assessment. The recorded video is also available for instructor review once the session is complete; during low-volume times, the video is available in less than five minutes, but during peak times, it can take up to twenty-four hours for the HD video to compile.

Level 2, Live Proctor Pop-In: Honorlock's Live Proctor Pop-In is the industry's first hybrid between automated and live proctoring. With our Live Pop-In feature, AI runs in the background and notifies our proctors of any suspicious activity or noted inconsistency with the testing guidelines. Our live proctors then enter an analysis window, where they view the student taking the exam in a one-to-one setting and determine if this warrants interrupting their session.

Once in the student's exam session, the live proctor can further assess the situation and speak directly with the student. The proctor works with the student to correct the deficiency. If academic dishonesty is suspected or apparent, the proctor requires the student to immediately stop that activity, and the instructor is contacted directly. For all other violations, the student's session is marked with an indicator that a pop-in occurred. By performing these functions, our team of proctors helps to maintain integrity throughout the assessment and quickly redirects any student who might be engaging in unethical behavior.

Additionally, this can prevent the student from having future incidents within the exam and guide the student to take the exam within the parameters and guidelines set forth by the instructor. If our proctors discover an incident that they feel the faculty should review, an email is sent to the instructor with the student's name, time stamp of the incident, and a brief description of what occurred at that time.

This hybrid approach of using AI to detect, with the highest accuracy, integrity incidents and only popping into sessions where it's required, Honorlock can scale while

providing/maintaining a 1:1 proctor to student ratio. Live Pop-in keeps the human touch yet delivers a much less intimidating and non-invasive testing experience for the student.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Honorlock is able to provide our software, implementation, and support services nationwide including U.S. Territories and outlying areas. Training is available either onsite or via remote webinars and sessions can be recorded for reuse as needed (note that onsite training is currently suspended due to COVID-19).

Honorlock also maintains and constantly updates its customer-facing [REDACTED]. This contains step-by-step guides and video resources for both students and faculty. Additionally, Honorlock hosts free webinars each month on a variety of topics to help existing and new faculty understand how to enable Honorlock in their course, what features/options they can enable on each assessment, how to review a student's session, and a simulation of the student experience.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Participating agencies will work with their Honorlock Regional Sales Director who will ensure that their respective order forms are in line with the Master Agreement pricing. The Master Agreement will be provided to the Participating Agency so they will be able to easily verify their order form is compliant with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Honorlock will not involve other companies in processing, handling, or shipping our products and services to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Honorlock's corporate offices are located in Boca Raton, FL where our core sales, engineering, administration, and support activities take place. Currently, as we help the education market sustain their remote learning initiatives through the COVID-19 pandemic, as well as adhere to local and national health advisories these operation are provided by Honorlock employees at our corporate offices as well as from home-based offices throughout the United States.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Honorlock executive leadership is committed to working with OMNIA Partners to develop a sales and marketing strategy related to the Master Agreement that will be beneficial to both OMNIA Partners and Honorlock. We understand the value that a Master Agreement like one with OMNIA Partners can have for higher education institutions across the country and we look forward to engaging with OMNIA Partners and making this Master Contract available to them.

Upon award of this Proctoring Solutions RFP to Honorlock our intent will be to negotiate a mutually agreeable contract in a timely way that will include specific details as to how our national sales force will be trained to maximize the benefit of the Master Agreement, as well as specific marketing efforts and lead generation activities in a national effort to help both Honorlock and OMNIA Partners utilize the agreement to support the education markets we both serve.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Upon award, Honorlock will draft a co-branded press release for release to trade publications.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Yes, the press release will be published on honorlock.com within the first 90 days.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Honorlock does not “co-brand” marketing materials. However, within 90 days of the award, OMNIA Partners may request the use of Honorlock's marketing materials. Any additions or reprinting of Honorlock marketing materials must be approved by Honorlock prior to print and distribution.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Honorlock does not co-exhibit at conferences. However, if Honorlock and OMNIA Partners are both attending national and regional conferences in separate booths, Honorlock may entertain possible signage to indicate our partnership.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Participation will be subject to budgetary allowances and marketing approval.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Honorlock does not advertise in national or regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Honorlock is open to producing case studies, collateral, and presentations if the content is of interest to our target market and meets Honorlock’s brand goals.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners’ website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Upon award, Honorlock will evaluate the possibility of creating a dedicated landing page to OMNIA Partners. Honorlock will not provide a dedicated toll-free number. OMNIA Partners may provide an email address for Honorlock to include on the said landing page, if approved.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

We are happy to establish a plan based upon the agreed terms of a Master Agreement that we look forward to negotiating upon award.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Any use of the Honorlock logo must be approved by Honorlock prior to use. Honorlock will require 14 days for review of proposed use of our logo.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Will commit to obligations as agreed to in the Master Agreement.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Yes, we will train our sales organization on the Master Agreement as outlined.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Nick Ferrari / Regional Sales Director
Ph: 518-209-9668
Email: nferrari@honorlock.com

ii. Marketing

Nick Ferrari / Regional Sales Director
Ph: 518-209-9668
Email: nferrari@honorlock.com

iii. Sales

Nick Ferrari / Regional Sales Director
Ph: 518-209-9668
Email: nferrari@honorlock.com

iv. Sales Support

Nick Ferrari / Regional Sales Director
Ph: 518-209-9668
Email: nferrari@honorlock.com

v. Financial Reporting

Nick Ferrari / Regional Sales Director
Ph: 518-209-9668
Email: nferrari@honorlock.com

vi. Accounts Payable

accountspayable@honorlock.com

vii. Contracts

contracts@honorlock.com

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Don Lazzari is our VP of Revenue and he is supported in our sales organization with sales professionals made up of senior enterprise sales reps, a mid-market representative, as well as market development, sales operations, and RFP support personnel.

Don Lazzari, VP of Revenue

Email: dlazzari@honorlock.com

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Honorlock sales teams will consult with their respective counterparts on the OMNIA Partners Team to share best practices and leverage shared leads, connections, and resources.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Honorlock will plan to structure and add responsibilities to the appropriate functional areas to meet its obligations in accordance with the Master Agreement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Honorlock's current customers and their related contracts are confidential, and we are not in a position to provide this information at this time as part of our proposal response.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Honorlock uses Salesforce.com for Order Management and Quickbooks for financials and invoicing.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$.00 in year one

\$.00 in year two

\$.00 in year three

Honorlock is not willing, at this time, to provide a guarantee of sales, in our proposal.

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Honorlock is not willing, at this time, to provide a guarantee of sales in our proposal.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Honorlock executive leadership is committed to working with OMNIA Partners to develop a sales and marketing strategy to support an agreed upon Master Agreement that will be beneficial to both OMNIA Partners and Honorlock. We understand the value that a Master Agreement like one with OMNIA Partners can have for higher education institutions across the country and we look forward to engaging with OMNIA Partners to make this Master Agreement available to them.

Upon award of this Proctoring Solutions RFP to Honorlock our intent will be to negotiate a mutually agreeable contract in a timely way that will include specific details for how to utilize the Master Agreement when Public Agencies issue their own solicitations to help both Honorlock and OMNIA Partners utilize the agreement to support the education markets we both serve.

APPENDIX A. NEW JERSEY BUSINESS COMPLIANCE FORMS

Please see the following New Jersey Business Compliance forms provided after this cover page.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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: Honorlock, Inc.Street: 2500 North Military Trail, Suite 322City, State, Zip Code: Boca Raton, FL 33431**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 Karin Truxer, an authorized representative of Honorlock, 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
<u>PHILIP HONORLOCK</u>	<u>516 EASTVIEW AVE</u> <u>BOCA RATON, FL 33483</u>	<u>16%</u>
<u>DEPT PARTNERS II, L.P.</u>	<u>2975 WOODSIDE RD</u> <u>WOODSIDE, CA 94062</u>	<u>23%</u>
<u>ARSONITE III, L.P.</u>	<u>750 S. ORLANDO AVE</u> <u>WINTER PARK, FL 32789</u>	<u>11%</u>

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

15/22/2020
Date

[Signature]
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Honorlock, Inc.

Street: 2500 North Military Trail, Suite 122

City, State, Zip Code: Boca Raton, FL 33431

State of FLORIDA

County of PALM BEACH

I, KEVIN TRAVIS of the DELRAY BEACH, FL
Name City

in the County of PALM BEACH, State of FLORIDA
of full age, being duly sworn according to law on my oath deposit and say that:

I am the DIRECTOR OF FINANCE of the firm of HONORLOCK 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

Honorlock, Inc.
Company Name

[Signature] DIRECTOR OF FINANCE
Authorized Signature & Title

Subscribed and sworn before me

this 22 day of October, 2020

Brian Jose Ozuna

Notary Public of Florida
My commission expires June 10th, 2024

SEAL



DOC #3

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

Company Name: Honorlock, Inc.

Street: 2500 North Military Trail, Suite 322

City, State, Zip Code: Boca Raton, FL 33431

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.

Date

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 it 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).

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/education/divisions/divisionoflocalfinance/lfna_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/education/divisions/divisionoflocalfinance/pcd.html#1.2>. 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 edit 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/education/divisions/divisionoflocalfinance/lfna_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-25.7) are subject to the provisions of P.L. 2005, c. 271, s.3 (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 committee¹
- 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 ELJC 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.**

¹ N.J.S.A. 19:44A-3(c): "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."

C-271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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.

Vendor Name:	Honorlock, Inc.		
Address:	1500 North Military Trail, Suite 222		
City:	Jupiter Inland	State:	FL Zip: 33431

Kevin L. Brech Kevin L. Brech Dir. of Finance
Signature Printed Name Title

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.

[illegible]Requirements for National Cooperative Contract
Page 48

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 Committee

Legislative District #s:

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

County:

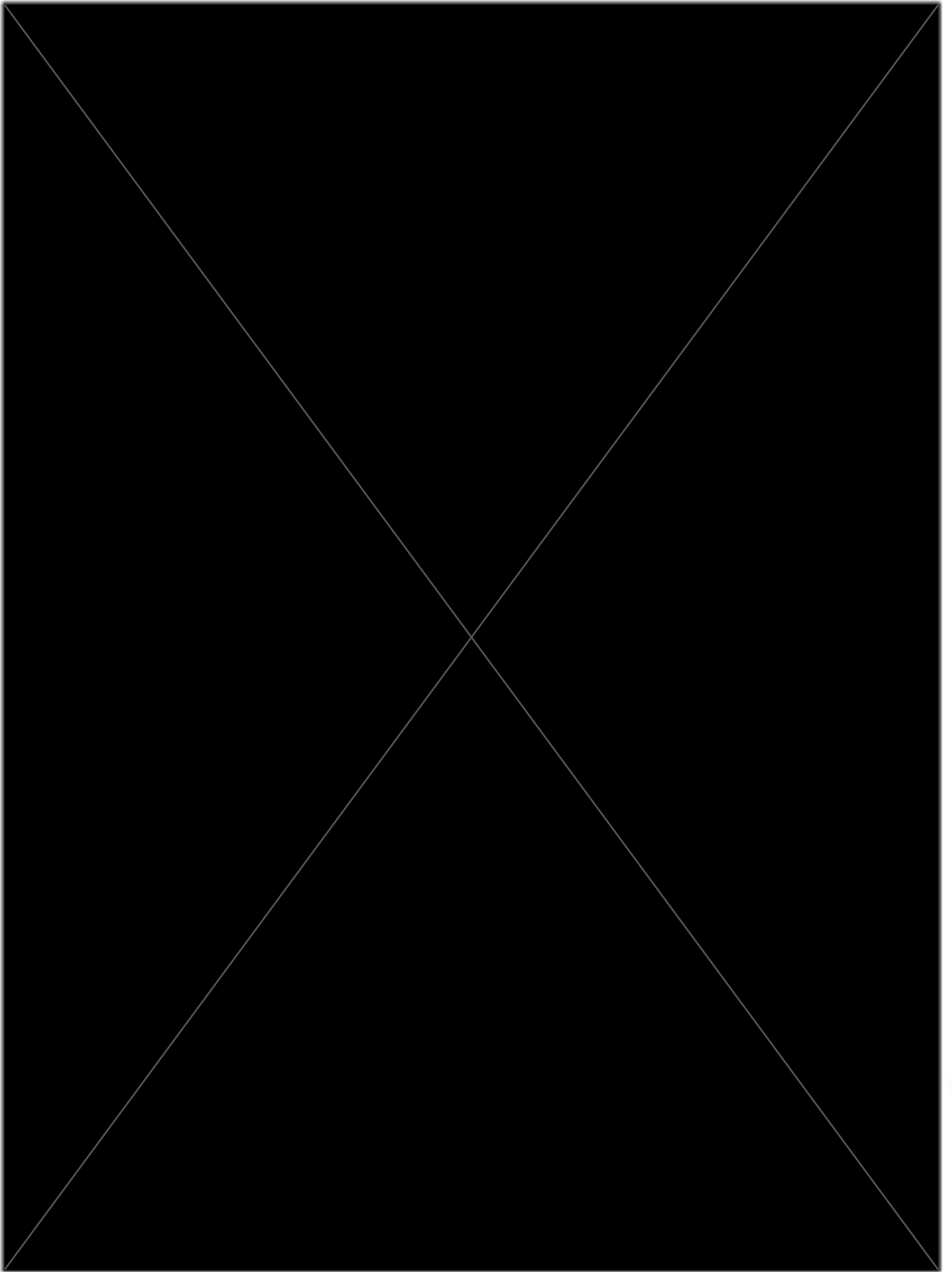
Freeholders
(County Executive)

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 #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfid/info/standard/foi/disclosure_investmentact.pdf

Offerors should submit the above form completed with their proposal.

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

Quote Number: _____

Bidder/Offeror: _____

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/bid/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-completing 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):

Kevin C. TRASH

Signature:

[Signature]

Title:

DIRECTOR OF FINANCE

Date:

11/22/2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/brcsg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	HONORLOCK INC.
Trade Name:	
Address:	2500 N MILITARY TRL STE 322 BOCA RATON, FL 33431-3343
Certificate Number:	2426102
Effective Dates:	February 07, 2020
Date of Issuance:	February 19, 2020

For Office Use Only:

20200219125123213

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

HONORLOCK INC.
0450461845

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/06/2020 and was assigned identification number 0450461845. Following are the articles that constitute its original certificate.

1. **Name:**
HONORLOCK INC.
2. **Registered Agent:**
AMERICO STELLATO
3. **Registered Office:**
720 DUCHESSE CT
VINELAND, NEW JERSEY 08361
4. **Business Purpose:**
CONTRACTS WITH PUBLIC COLLEGES/UNIVERSITIES IN NEW JERSEY *
5. **Incorporated Under the Laws of:**
DELAWARE ON 06/22/2017
6. **Effective Date of this filing is:**
02/06/2020
7. **Main Business Address:**
2500 N MILITARY TRL
STE 322
BOCA RATON, FLORIDA 33433-3363

Signatures:
ELENA SOBOLEVA
CHAIRMAN OF THE BOARD



Electronic Transmittal - 02/06/2020

through the e-filing system of the

Department of the Treasury, Division of Enterprise Services

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
6th day of February, 2020

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Munro".

Elizabeth Maher Munro
State Treasurer

Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

HONORLOCK INC.
0450461845

Delaware

The First State

Page 1

I, JEFFREY M. BOLLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HONORLOCK INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTY-NINTH DAY OF JANUARY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HONORLOCK INC." WAS INCORPORATED ON THE TWELFTH DAY OF JUNE, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

0462473 E100
[SN 103D0616174]

You may verify this certificate online at corp.delaware.gov/authenticat



A handwritten signature in black ink, appearing to read "JMB", over a horizontal line.

Authentication: 202200174

Date: 01-29-20

APPENDIX B. PRODUCT INFORMATION AND CASE STUDIES

Please see the Honorlock Customer Case Studies and Product Information sheets provided on the following pages:

- Online Proctoring Made Easy
- Longwood University Case Study
- University of Northern Alabama Case Study
- University of Florida Whitepaper

Links to Other Case Studies, Video Testimonials, and Webinars

Customer Case Studies

[Polk State College - Success Story](#)

[Worcester Polytechnic Institute](#)

[St. Petersburg College](#)

Customer Testimonials (Videos)

[Tyler Junior College](#)

[Florida International University](#)

[Worcester Polytechnic Institute](#)

[Polk State College](#)

Webinars / Blogs

[Succeeding in the Maelstrom of Change - Webinar](#)

[Surviving Remote Teaching - Webinar](#)

[New Playbook Eases the Transition to Online Learning](#)

[Honorlock Protects Student Privacy](#)

[Comparing Online Proctoring Services - Blog](#)



Online Proctoring Made Easy

Honorlock provides on-demand proctoring services for schools and universities. Our simple, affordable platform operates around you—no scheduling, headaches or bulky software downloads. We prioritize academic integrity and are continually innovating to offer the most innovative solution available. Here are a few ways we stand out from the rest:



Live Proctors When You Need Them

Honorlock offers the first and only proctoring system that combines the benefits of automation with those of a live proctor. With Live Pop-In™, we prompt a live proctor to pop in during a session if the student triggers our automated system with suspicious activity. Live Pop-In is the new live proctoring service—only better—because Live Pop-In is geared toward prevention. Our live certified proctor is intervening just in time to prevent suspicious activity from going further. If the student accidentally prompted the Live Pop-In, the proctor will help them get back on track with their exam. Faculty save a substantial amount of time when reviewing the assessment report because they don't have to review false flags.



Protect Your Exam Content

Search and Destroy™, our proprietary test bank removal technology searches for and destroys unauthorized copies of your test questions on the internet. Once you enable Honorlock in an assessment, our software automatically searches for leaked assessment content. It then removes the material from third-party websites by filing DMCA copyright takedown notices. Test

bank websites have made leaked test content too easy to find and share, and we are the only proctoring company searching for and removing it quickly and completely. As an added protection measure, we also prevent students from copying, pasting, and printing during the exam. We give instructors the confidence of knowing they won't have to create new test questions each semester.



Detect the Use of Unauthorized Secondary Devices

As students have access to more and more devices, it becomes harder for instructors to preserve academic integrity—especially in a remote testing context. We're proud to have the industry's first and only technology to detect cell phone, tablet, and laptop use while a student is taking an assessment. Our patented system can detect when these devices are accessing test bank content during an exam, and we capture a screen recording of the secondary device to provide evidence in the event of a violation. Students can no longer get away with using their phone out of view, and you get to proctor beyond the webcam, protecting the academic integrity of your classroom.



Proctor Third-Party Exams Seamlessly

When faculty need to administer exams outside of your LMS, you're looking for

solutions that provide effective evaluation while preventing academic dishonesty. Now Honorlock will set your institution apart by delivering proctoring services within third-party exam systems such as MyMathLab, ALEKS, Pearson and McGraw Hill. Faculty can easily register third-party exams and customize exam settings in your LMS. Students can access and launch the exam with a few simple clicks. You can rest assured that all exams—even those outside your LMS—are proctored effectively to protect academic integrity.



Block Access to Websites and Applications

Browser Guard™ allows you to deliver your tests securely without requiring students to download a bloated custom browser. Once a student installs the Google Chrome extension and begins the exam, their web browsing will be restricted and recorded, preventing access to unauthorized web content, unapproved applications, and multiple monitors. The Honorlock system takes a screen recording while the student is testing so you can see everything they're seeing. You can also whitelist websites you'd like students to be able to access during the test, and you can allow them to access some applications—like an on-screen calculator. Even when you aren't there to proctor the exam, you get to control the testing environment while giving your students the freedom and flexibility of using their everyday browser.

About Honorlock

Honorlock is revolutionizing the way education institutions protect the academic integrity of online courses and assessments. Honorlock's proprietary features—Live Pop In, Secondary Device Detection and Search & Destroy—provide educators with superior proctoring and analytics, and students with a less intimidating testing environment and the flexibility of on-demand proctored exams whenever and wherever they need it. Honorlock is dedicated to providing world-class service and support 24/7/365.

To learn more, visit us at honorlock.com.



Honorlock

phone: +1 844-243-2500
email: support@honorlock.com

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www.honorlock.com



OTHER FEATURES AND BENEFITS

24/7/365 Support

World-class email, chat, and phone support based in Boca Raton, Florida.

Quick and easy setup

Instructors can easily enable an exam for proctoring with a simple two-click process, and it's just as easy for the student. It typically takes less than 60 seconds for the student to complete the authentication process and start the exam. We also provide a simple single click test that will confirm OS, browser version, and appropriate internet speed.

Real-time recording

The exam session can be viewed by the instructor immediately. Any incident or suspicious activity will appear in the instructor's dashboard in real time.

Whitelisting

Allows faculty to give students permission to visit specific websites while restricting them from visiting unauthorized website during their exam session.

On-demand proctoring

No scheduling, no software, no headaches.
Students can take proctored exams any time.



Honorlock™ Customer Success Story

*Dr. Juliette Mersiowsky, Director, Distance Education and Digital Education Collaborative,
Longwood University, Farmville, Virginia*

From Disenchanted to Delighted

In the Fall of 2018, Dr. Juliette Mersiowsky attended the Online Learning Consortium (OLC) Accelerate conference in Orlando with one purpose in mind—to find a new proctoring solution. “We had become disenchanted with our previous proctoring service,” said Mersiowsky. “They did not have the features or support we needed for our students and faculty.”

Longwood University is a public liberal arts university in Farmville, Virginia. With on-campus and hybrid classes, and a fully online MBA program, Longwood needed more from their proctoring system than a lock-down browser. They needed a system that would verify the student’s identity and be easy to deploy and use.

“I met Andres from Honorlock at OLC and I was blown away by his demo,” said Mersiowsky. “No other company there came close with the features, flexibility, and support we needed.” Within a few weeks of the conference, Mersiowsky had engaged a pilot of Honorlock for a four-week intensive online course. According to Mersiowsky, “the faculty fell in love with Honorlock!”

“We feel it is improving academic integrity better than the previous solution due to a notable difference in test scores.”

Longwood has been using Honorlock ever since. “With Honorlock, all of the challenges with our previous proctoring solution are non-existent. My team doesn’t get complaints from faculty that students couldn’t test

"Honorlock is responsive to our needs and suggestions, which is a good indicator of the kind of company that listens. Honorlock's support is fabulous! They are very customer service oriented, which is rare among instructional technology companies today."

– Dr. Juliette Mersiowsky, Longwood University



because the proctoring platform was broken. And we don't get Support calls because Honorlock provides amazing support," said Mersiowsky. "More importantly, we feel it is improving academic integrity better than the previous solution due to a notable difference in test scores."



When asked how faculty feel about Honorlock, she said, "One of the unexpected features that has surprised and delighted our faculty is Search and Destroy. So fabulous!" Honorlock's Search and Destroy™

feature removes unauthorized test content from the internet making it virtually impossible for students to access. It saves faculty precious time of rewriting tests each semester.

When asked how students feel about Honorlock, she said, "I don't get any complaints about it. They say it's quick and easy, and once they start the exam, they don't even notice that they're being proctored, which helps to reduce test anxiety."

Results with Honorlock

1. Saves faculty time and hassle of rewriting exams due to test content leaking onto the internet
2. Verifies students' identity
3. Easy to use and deploy. It did not require IT support for deployment.
4. Reduces student test anxiety
5. Honorlock Customer Support reduced the burden on in-house staff

What's Mersiowsky's advice to others who may be disenchanted with their proctoring service, "Just do it! Call Honorlock. They are responsive to our needs and suggestions, which is a good indicator of the kind of company that listens. Honorlock's support is fabulous! They are very customer service oriented, which is rare among instructional technology companies today."

Learn more at honorlock.com.



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Honorlock™ Customer Success Story

*Jill Simpson, PhD, Assistant Professor, Computer Science and Information Systems,
Instructional Technologist for the College of Business, University of North Alabama*

Students call for a better online proctoring solution

The College of Business at the University of North Alabama (UNA) makes a regular practice of conducting focus groups with students to learn how well the College is serving their needs as well as help set a vision for the future. Over the past few years, a recurring theme from students was complaining about cheating on campus. “They said many students were bragging about how to get around the online exam proctoring solution we were using at the time,” said Jill Simpson, PhD, an Instructional Technologist for the UNA College of Business. “They felt they were being penalized because they were NOT cheating.”

In today’s intense academic environment, students are under extreme pressure to achieve perfect grades to win a competitive scholarship or acceptance to a graduate program. The drive for an “A” may compromise their

decision making and lead them to rationalize searching test banks for answers or other forms of cheating. This puts other students at a disadvantage.

While the college was using a proctoring solution for online exams, it wasn’t very effective and therefore some faculty were reluctant to use it. “The proctoring solution we had was used as a deterrent only,” said Simpson.

The importance of ensuring academic integrity and fairness for all students at UNA’s College of Business led them to search for a better exam proctoring solution. The dean asked Simpson to head up the effort. She started by asking faculty and students for feedback to devise a list of priorities.

PRIORITIES FOR A NEW PROCTORING SOLUTION

- #1 Verify Identity:** they needed a solution that would automatically verify the student’s identity.
- #2 Effective:** the solution needed to do its’ job of protecting academic integrity.
- #3 Easy to use:** Both faculty and students needed a solution that was intuitive and user friendly.

"I was instantly in love with Honorlock. With Honorlock, more faculty began to proctor their online exams. They saw that it worked and now they all use it and have faith in it."

– Jill Simpson, PhD, University of North Alabama



The UNA College of Business piloted four proctoring products over a period of two years. Here were their findings:

Solution 1: Delayed Faculty Reporting

The first solution they piloted allowed them to verify identity and it was effective, but it was not easy to use. Students didn't find it intuitive and faculty didn't like waiting two weeks after an exam to get a faculty report. "If the proctored exam was a final, they wouldn't get the report until after grades were due and then it's too late to address any suspicious activity," Simpson said. The faculty needed real-time reporting.

Solution 2: Automated Proctoring Alone was Not Effective

The second solution involved an automated proctoring solution that provided immediate results and captured student identity, but it did not verify it and students quickly learned how to beat it. It was user-friendly from the student perspective but was very clunky and tedious from the faculty perspective.

Solution 3: Live Proctor Led to Student Anxiety and Scheduling Frustration

The third solution verified identity and was effective, but failed on user friendliness. Students didn't like having to schedule their exams in advance and if something came up and they had to change their exam time, they had to wait another 24 hours to take the exam (or pay an on-demand fee). "It was a hassle for the students because the exam might close within those 24 hours," said Jill. "It used a live proctor to verify identity, which is why students had to wait 24 hours. Student complaints were through the roof."

Results with Honorlock

1. Normalized the bell curve by preventing cheating
2. Achieved 100% adoption—100% of all exams in the College of Business are proctored
3. Helped with student retention by reducing test anxiety and leveling the playing field
4. Saved faculty time and hassle by providing real-time reporting

Solution 4: Honorlock Met All Three Priorities

Honorlock verified identity, was very effective and it was easy to use. "The faculty loved it because it did what we wanted it to do and it was super easy to use. Even students said they liked Honorlock best," said Simpson. "There was one professor who didn't see the point of proctoring because he said students will find a way to cheat, but after looking at the Honorlock video and report, he said, 'This is pretty impressive!' I couldn't have asked for a better endorsement!"

100% ADOPTION OF HONORLOCK

With the first three proctoring solutions, some faculty chose not to proctor their exams because they didn't like the proctoring solutions that were available. Now, with Honorlock, every exam in the College of Business is proctored. "I was instantly in love with Honorlock!" said Simpson. "With Honorlock, more faculty began to proctor their online exams. They saw that it worked and now they all use it and have faith in it."

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Liberate Learning Online by Unwinding the Need and Opportunity to Cheat



by Ryan P. Mears, Ph.D., Lecturer in Psychology, University of Florida

The growing prevalence of online learning is a microcosm of a global economic and cultural shift toward a digitally-driven information society. Online courses present numerous benefits and challenges to students and to higher education institutions. One such challenge is the problem of cheating. In order for online learning to guarantee a learning experience that is equivalent to traditional coursework and to meet its full potential, technological structures and supports are required.





Problems of Cheating in Online Learning

Cheating in the digital space is a major challenge toward the realization of the potential for an online course. A report in *The Journal of Legal Education* likens cheating to a form of fraud (Burke, et al., 2018). There are a triad of factors that are present in a fraud/cheating scenario. They are need, opportunity and rationalization.

The fraud triangle in online learning would involve a student's **need** for top grades. The disconnected nature of online learning provides an **opportunity**. The **rationalizations** might include, the prevalence of cheating, a low likelihood of being caught, mismatch in the expectations of students and the course instructor, and even normalization by means of social media. If hazard of cheating is correctly diagnosed, approaches that can reduce all three aspects of the fraud triangle will have the best chance to reduce cheating.



Reduce Need for Cheating

In traditional courses there are normally a few larger components that determine the grade. A majority portion of course credit can be determined by two to four events of exams or final assignments. High-stakes assignments or exams are single events that determine a full letter grade of course credit.

James Lang, a well-known teaching methods author, proposes that high-stakes exams are a major motivation for cheating because risks of expending much effort are not necessarily guaranteed to produce desired scores (Lang, 2013). Lang proposes that an effective means to disincentivize cheating is to utilize low stakes assessments by separating large comprehensive assessments into many smaller ones. Lang cites an experiment by Karpicke and Roediger (2008) where active retrieval immediately after encoding has been shown to promote long-term retention better than

mere repetition followed by later testing. A decade of subsequent work has advanced and expanded upon this “testing effect” (Brame and Biel, 2015). As a holdover from traditional in-person courses, high-stakes testing has diminished utility for online learning. In fact, an advantage of online courses is that a multitude of small assessments are facilitated by automation of scheduling and scoring. In this way students are provided immediate feedback to recruit additional effort or reward mastery.

An effective means to disincentivize cheating is to utilize low stakes assessments by separating large comprehensive assessments into many smaller ones.

– James Lang, Author

Traditional in-person courses typically sample randomly out of the full set of possible assessment information for the sake of utility and the amount of time available for a large exam. The randomized selection of information accompanies a hazard for the individual student that their preparation does not match the scope of the exam. From the perspective of the student, they must either memorize everything or have some decision strategy to identify and reduce the set to what will be present on the exam. A first exam in a given course provokes much anxiety in students who are uncertain that they are focusing their efforts on information that is most likely to be covered in the exam. When instructors assist students in this process students can narrow their scope, and this is sometimes referred to as “teaching to the test.” Any effort beyond the point of study guides and rubrics often requires information outside of the intended scope of the course. This quest for outside information is one of the main origination points for paths to cheating, and it is largely driven by uncertainty of exam content. Hazards and detrimental practices are identified in **Table 1**. Ultimately, for online courses, there is no necessity for few high-stakes exams to present unacceptable risks to students who need top grades.



Eliminate Opportunities to Cheat

The time course of assessment in online courses is different from traditional courses.

Exams in conventional, in-person courses are concurrent whereas all students start their exam at the same time and finish in the same class period. Then, afterwards, students might receive feedback or inspect the information of the exam. This is an aspect that is taken for granted in comparison with online courses where exams are usually asynchronous. The potential flow of information between students is controlled during concurrent traditional exams. Students are less motivated to communicate while they are preoccupied with completion of a time-limited exam. However, during online assessment the interval between exam completion and any feedback for one student will increase the likelihood that the student will inform other students about exam content.

Importantly, additional structures and supporting technology will be worthwhile to utilize in order to make up for the constraints that accompany a traditional in-person course. Recommended practices (Table 1) are important to make up for the heterogeneous and varied environments that students will encounter. One way to address the issue of open versus closed book exams is to explicitly control the information that is accessed during questions. Specific illustrations, graphs, tables, and text can be provided in order to provide controlled access for students. This way all students benefit equally from access to the most relevant material without the need to resort to text searches. Understanding of material often results in rapid completion of problems, where students are able to easily eliminate the incorrect distractor answers in multiple choice questions.

Canvas is a Learning Management System that supports an assortment of presentation modes for individual question items (**Table 2**). Sequential presentation of question items is useful to prevent sharing of the entirety of content with a single screenshot of copy and paste action. Importantly, one should utilize question banks of alternative question items where the correct answers and distractor answers differ depending on specific question details. After exam

completion, provide paraphrased feedback for questions missed. Restrict access to verbatim questions and answer choices where questions were correctly answered. For missed question items, identify general information pertaining to the question. Include information such as specific portions of a lecture or subsections of textbook chapters, but it is important to omit the specific verbiage of the questions and answer choices.

Honorlock is an online service that enables classification and control of student activity during learning assessment. Several recommendations for settings are indicated in **Table 3a**. There are several recording, verification and proctoring options to classify and constrain student activities during testing. Honorlock proctoring teams utilize a combination of automated and supervised processes to monitor activity during testing, and the particular combination technology enables maintenance of high throughput operations while providing live pop-in and control capabilities.

After completion of testing (**Table 3b, After Assessment**) course instructors have the ability to learn from off-line classification and analysis of various records of student activities. Importantly, the technology that Honorlock utilizes enables the use of many smaller, low-stakes quizzes. This activity minimizes need for cheating but enables the benefits of repeated recall and improved retention that accompanies many small tests.



Curtail Rationalization

Although rationalization

is a consequence or corollary of the decision to cheat, in many ways, it is a prerequisite to repeated and expanding patterns of cheating. A concise and explicit guarantee to report all instances of cheating will cause students to consider consequences before initially cheating. The course syllabus is the best place to include this information, and the information can be discussed during the first week of a course. For an excellent presentation of the substance and consequence of academic integrity consider the resource provided by Massachusetts Institute of Technology (integrity.mit.edu).



Ultimately, the most optimal approach to cheating is to have a course structure whereas cheating is less likely to happen. In the case that it does, cheating will only be enforced based on the condition of sufficient evidence. Many institutions have honor code provisions and general policies about academic integrity. It is important to point towards these documents and to

include any others that govern student behavior. However, institution policies are usually general guidelines that are less than sufficient to enforce violations. From the principal stakeholders in academic environments viewpoints on course syllabi will range between “anything not specified is forbidden” to the view that “anything not forbidden is permitted.” Ultimately, evidence of cheating must be

organized and summarized in a persuasive line of reasoning so that any objective student or faculty will agree with the conclusion that cheating occurred. In this way, the course instructor must become both detective and prosecutor. With forewarning, some faculty never report cheating, and others who report cheating for a first time never do so a second time (Coren, 2011).

If there is a possibility that students are doing something unexpected then add exploratory content. Be prepared to deal with questions that follow students' discovery of any unusual content. As an example of this approach, consider a scenario from this author's experience where a bank for a single question item was introduced that contained several very similar versions of a question. Each version of the multiple-choice question had a different correct answer for as many choices as were present. In the case that students were sharing information during the test, the item would cause problems for these students. With the possibility that students were not communicating with each other during a test, then each version of the question should have been answered correctly and in an independent way by each student. However, during the active test there was an unusual excess of student emails during the exam about the particular question item. Much student discussion dealing with question alternatives also followed online discussion forums.



Conclusions

In summary, online courses provide numerous opportunities for students to gain access to forbidden information. The online exam environment is intrinsically less well controlled than the typical in-person environment. Innovative technology can support online learning if used properly. Cheating

becomes less appealing when students are informed about the difficulty to obtain forbidden information and the likely discovery of forbidden actions through use of proctoring services. Honorlock supports numerous low-stakes assessments & provides a wealth of information to investigate and identify unintended student practices during exams. Learning Management Systems such as Canvas provide tools to reduce the need and opportunities to cheat. Recommended general practices are to use many, from 20 to 30, assessments that pose low-stakes risks. Generalized feedback should follow asynchronous online learning assessments, and conceptual, applied and analytical questions and problems should be randomly selected from item banks.

Academic integrity, as a shared value, is dependent on the values held by all members of an academic community. Cheating threatens all who are part of a shared system. Rationalization of student behavior becomes more difficult as counter narratives are presented. Students should be encouraged to actively support academic integrity as a valued part of learning mastery and to inform teaching staff regarding that need to be solved in the course.

Learn more at honorlock.com.



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Ryan P. Mears, Ph.D., is a Lecturer & Neurophysiologist at the University of Florida. His passion is helping students develop skills, knowledge frameworks, and quantitative and scientific literacy that will be useful in their future careers. He strives to empower students to address complex issues effectively and to develop abilities to ask meaningful questions that help solve important scientific problems. He received his Ph.D. in Psychology from Bowling Green State University and completed his Post-Doctoral Training at Wayne State Medical School and Harvard Medical School.

[Read more about Ryan.](#)

Table 1

Recommended Practices to Minimize Need & Opportunity for Cheating

Low-Stakes Assessments	A multitude of low-stakes quizzes and assignments will enable students to gauge and adjust their performance without unacceptable risk.
Test-Banks	Diversify the information to minimize overlap between students.
Concepts & Understanding	Conceptual questions reflect understanding better than definition of terminology
Limit Information Access	Access to forbidden content can be made irrelevant for closed-book assessments. Provide access to figures and tables along with individual questions. Enable students to apply their knowledge in context.
Knowledge Application	Analysis and application of information should depend on a student's understanding of material rather than verbatim textbook sources.
Trust, but Verify	Universal proctoring for all assessments lessens cheating likelihood and students habituate rapidly.
Syllabus Information	Counter potential rationalizations for cheating with clear-cut explanations of why and how cheating is a risky strategy.
Find Methods to Observe Behavior	Multiple methods of observation are necessary. Students will potentially approach online classes differently than intended, and cues and clues will not be presented without active detective work. Review usage logs, watch proctoring videos, do online searches of student discussions.
Request Feedback	Mid-term evaluation and feedback should be actively solicited from students.

Hazards & Detrimental Activities

<p>Observers & Scouts</p> <p>Students understand that, because quizzes are asynchronous, someone who has already taken the quiz will know the correct answers. If the questions and correct answers are displayed as feedback after an individual student finishes their quiz, then it's possible to share questions and correct answers with classmates who haven't taken the quiz.</p>	<p>Student Solidarity</p> <p>Even with a quiz bank, it's incredibly easy for students to pool their questions and review the entire quiz bank before even a minor portion of the class has finished the quiz.</p>	<p>CTRL + F</p> <p>A simple text search for a well-chosen term combination enables a student to turn their textbook or notes into a personal search engine. A timed open-book quiz is no match for the ability to instantly find the precise paragraph regardless of the size of a document. Students will crowdsource outlines, study guides, and even test banks from courses at other institutions. Innovative students feasibly strip text out of textbooks that are well-protected with digital-rights management in order to make a document that can be easily searched.</p>
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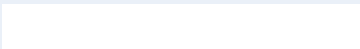





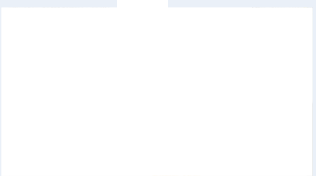

Table 2
Canvas Settings

Setting up	Before the first quiz in the course is ever published turn on special features such as Quiz Log Auditing.
Before Assessment Show One Question at a Time Quiz Banks Time-limited Assessment	<p>Display only one question at a time. Students can bookmark items to return to for deliberation, at the end of their quiz.</p> <p>Randomly select each quiz item from a small bank of similar alternatives. Similar alternative items are simple to generate for each item, but student knowledge and understanding will be necessary to decode which alternative is being used. If a system error prevents a student from finishing a quiz. A second opportunity will have new item selections.</p> <p>Timed assessment is an important aspect of assessing knowledge. With infinite time, it's feasible to search text to find every answer. Choose a standard amount of time for each quiz. Canvas will provide a countdown timer and a pop-up reminder when a quiz is about to end.</p>
After Assessment Avoid Verbatim Feedback Asynchronous assessment	<p>For an added layer of security, provide indirect feedback rather than verbatim feedback regarding the questions and answers.</p> <p>Don't display full set of quiz results until after quiz has ended for the entire class.</p>

Table 3a
Honorlock Settings

Before Assessment Select appropriate Honorlock settings to structure and support the intended operations for instructions to the proctoring team and to students.				
Recording options:	WebCam <input type="checkbox"/>	Screen <input type="checkbox"/>	Audio <input type="checkbox"/>	Web activity <input type="checkbox"/>
Verification options:	360° Room Scan <input type="checkbox"/>	Student Picture <input type="checkbox"/>	Student ID <input type="checkbox"/>	
Lock down browser options:	Disable Copy-Paste and Printing <input type="checkbox"/> <input type="checkbox"/>	Prevent Multiple Monitors / Displays <input type="checkbox"/>	Browser Guard <input type="checkbox"/>	
Exclusive options:	Multiple Device Detection <input type="checkbox"/>	Search and Destroy <input type="checkbox"/>		

Table 3b
Honorlock Settings

After Assessment	
Observe and assess information as soon as it becomes available. Summary reports from Honorlock will provide overview of students' behavior. Honorlock's capabilities for automated and supervised processes to monitor and classify student behavior result from the multimodal information recorded from the computer and test taking environment.	
Results	View Settings 
Assets	Questions and Comments  
Time-line assets	<p>There are multiple ways to move along timeline.</p> <ul style="list-style-type: none"> • Forward chevron icon moves 10 seconds forward/backwards on media player.  • Red bar indicates duration of timeline covered so far, and clicking on the red bar moves video back in timeline that has already been viewed. • Clicking on the timeline to the right of the red bar advances the video to a desired portion of the quiz that hasn't yet been viewed. 
Action	<p>Click on triangle in rows below to play video at time points of events for questions from the quiz. </p> <p>Moving the media player through points on the timeline will also move the blue highlighted rows of events. (Blue highlighting for the selected row indicates event time that corresponds to the timeline of the media player.) </p>
Expand event	Click on Chevron to expand all to see extensive information regarding webpage search history from track browser setting. 

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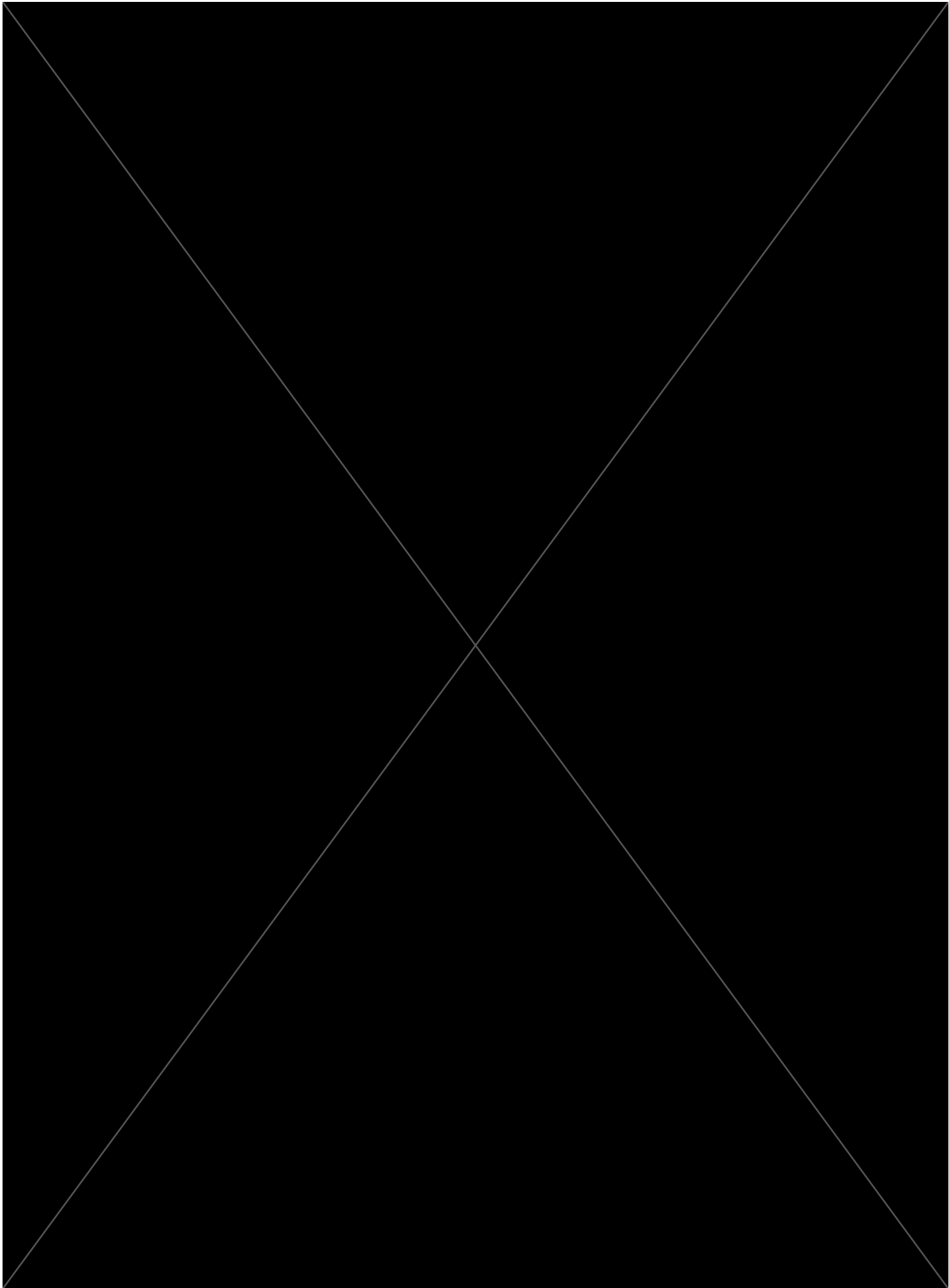
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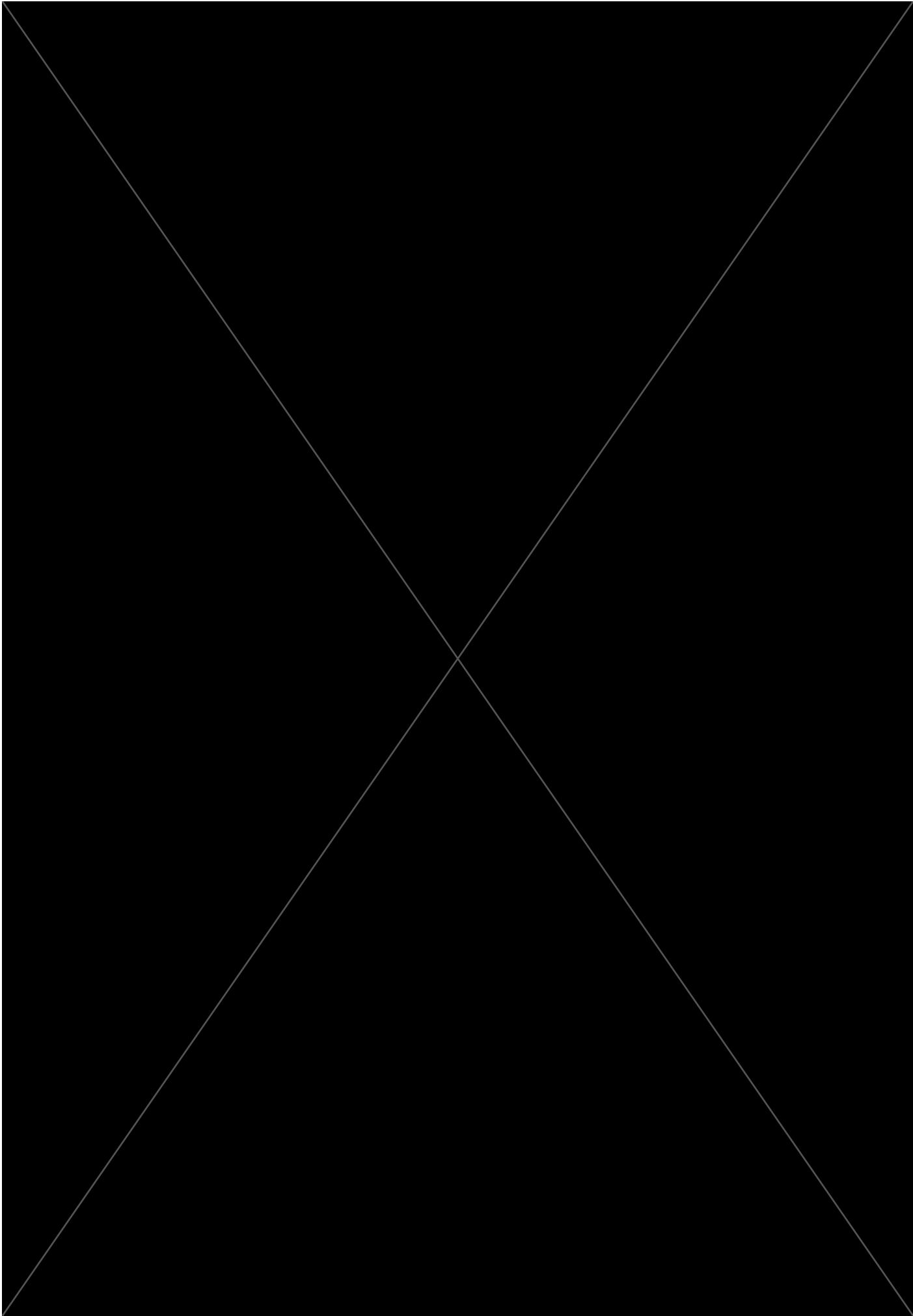


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HONORLOCK, INC.
MASTER SUBSCRIPTION AGREEMENT AS AMENDED

This Master Subscription Agreement (this "Agreement"), dated _____, 2021 (the "Effective Date"), is between Honorlock, Inc. ("Honorlock," or "we"), a Delaware corporation, with a business address of 2500 N Military Trail, Suite 322, Boca Raton, Florida 33431; and _____ ("Subscriber," or "you"), with a business address of _____, each of which may sometimes be referred to in this Agreement as a "Party" or collectively as the "Parties."

The Parties hereby agree as follows:

1. DEFINITIONS. The definitions for some of the defined terms are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

1.1 "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

1.2 "Authorized User" means: (i) Student Users; and (ii) Subscriber Users. You are responsible for the acts and omissions of your Authorized Users and any other person who accesses and uses the Platform using any of your or your Authorized Users' Sign-In Names, Passwords, and Unique Identifiers.

1.3 "Beta Features" means features, functionalities, and/or modules of the Platform which are not generally available to our customers for production use.

1.4 "Confidential Information" means: (i) with respect to Honorlock, the Platform and any and all source code relating thereto and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, or data; (ii) with respect to you, the Subscriber Content and any other non-public information or material regarding your legal or business affairs, financing, Authorized Users, properties, or data; and (iii) with respect to each Party, the terms and conditions of this Agreement. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party.

1.5 "Destructive Elements" means computer code, programs, or programming devices that are designed to disrupt, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform or any other associated software, firmware, hardware, computer system, or network.

1.6 "Documentation" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics, and use of the Platform, as provided or made available by Honorlock to you.

1.7 "Fees" means the fees set forth in the applicable Order Form for the Services and/or the fees set forth in the applicable Statement of Work for Professional Services.

1.8 "Order Form" means an order form for the Services mutually executed by the Parties that sets forth, among other things, the Subscription Term and the Fees.

1.9 "Platform" means our proprietary, cloud-based proctoring platform, which we deliver within your learning management system.

1.10 "Professional Services" means the professional services ordered by you pursuant to a Statement of Work.

1.11 "Prohibited Content" means content that: (i) is illegal under applicable law; (ii) violates any third party's intellectual property rights; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to us in our reasonable discretion.

1.12 "Services" means our provision to you of access to, and usage of, the Platform and the Support Services as set forth in this Agreement and the applicable Order Form.

1.13 "Statement of Work" means a statement of work for Professional Services mutually executed by the Parties that sets forth, among other things, the specific Professional Services that you are ordering and the Fees.

1.14 "Student Users" means your student users whom you authorize to access and use the Platform.

1.15 "Subscriber Content" means any data, media, and other materials that Subscriber and its Authorized Users submit to the Platform pursuant to this Agreement, including, without limitation, schedules, curricula, tests, test answers, and logos, but excluding, however, any Feedback (as defined below).

1.16 “Subscriber Users” means your current employees, faculty, contractors, or agents whom you authorize to access and use the Platform; provided, however, that any contractors’ or agents’ access to and use of the Platform will be limited to their provision of services to you.

1.17 “Subscription Term” means the term for which you are subscribing to the Platform as set forth in the applicable Order Form.

1.18 “Support Services” means the support services provided by us that are incidental to your use of the Platform.

2. PROVISION OF SERVICES AND PROFESSIONAL SERVICES.

2.1 Services. During a Subscription Term, we will provide you the Services subject to the terms and conditions of this Agreement and the applicable Order Form.

2.2 Modifications. We modify the Platform from time to time by adding, deleting, or modifying features to improve the user experience; provided, however, that during any Subscription Term, such additions, deletions, or modifications to features will not materially decrease the overall functionality of the Platform.

2.3 Support. We will provide the Support Services pursuant to and in accordance with Schedule A.

2.4 Beta Features. From time to time, we may invite you to try Beta Features at no charge. You may accept or decline any such trial in your sole discretion. Beta Features are for evaluation purposes only and not for production use, are not considered part of the Services, are not supported, and may be subject to additional terms. Unless otherwise expressly agreed to by us, any Beta Feature trial period will expire upon the date that a version of the Beta Feature becomes generally available to all of our customers for production use or upon the date that we elect to discontinue such Beta Feature. We may discontinue Beta Features at any time in our sole discretion and may never make them generally available as part of the Platform. We will have no liability for any harm or damage arising out of or in connection with any use of a Beta Feature, and you use any Beta Feature at your own risk.

2.5 Professional Services. Subscriber may elect to have Honorlock provide Professional Services. All such Professional Services will be covered by one or more Statements of Work agreed on by the Parties. Each Statement of Work will be in writing, signed by an authorized representative of each Party, will reference this Agreement, and will specify for the project covered by that Statement of Work: (i) a unique project number; (ii) a contact for each party; (iii) a description of the project, including any applicable specifications, service levels, milestones, and deliverables to be developed (“Deliverables”);

and (iv) the Fees that apply to such Project. Unless otherwise set forth in a Statement of Work, Honorlock shall own all right, title, and interest in and to all Deliverables and other work product created in the performance of the Professional Services; provided, however, that upon the full payment of the applicable Fees, Subscriber shall have a license to the Deliverables as set forth in the applicable Statement of Work.

3. FEES AND PAYMENT.

3.1 Fees and Taxes. The Fees and other charges described in the Order Form and any Statement of Work do not include any federal, provincial, or local sales, PST, GST, HST, VAT, foreign withholding, use, property, excise, service, or similar transaction taxes (“Taxes”). Any applicable direct pay permits or valid tax-exempt certificates must be provided to us prior to the execution of this Agreement. If we are required to collect and remit Taxes on your behalf, we will invoice you for such Taxes, and you will pay us for such Taxes in accordance with Section 3.2. We shall be responsible for any taxes related to our income, property, franchise, or employees.

3.2 Payments. In connection with the Services, we will invoice you for the Fees and any applicable Taxes in advance of the Subscription Term and any Renewal Periods (as defined in the Order Form) on the periodic basis set forth in the applicable Order Form. In connection with the Professional Services, we will invoice you monthly in arrears. Unless otherwise provided for in the applicable Order Form or Statement of Work, all amounts are due and payable to us within thirty (30) days from your receipt of the invoice.

3.3 Late Payments. In the event that any invoiced amount is not received by us by the due date as set forth in Section 3.2, then without limiting our rights and remedies, we may: (i) condition future Services renewals and additional Order Forms and Statements of Work on payment terms shorter than those specified in Section 3.2; and/or (ii) suspend the Services and the Professional Services pursuant to Section 4.3.

3.4 Non-Refundable. Unless otherwise expressly provided for in this Agreement or the applicable Order Form or Statement of Work, (i) all Fees are based on Services and Professional Services purchased and not on actual use; and (ii) all Fees paid under this Agreement are non-refundable.

3.5 No Contingency for Future Commitments. You agree that payment of the Fees under this Agreement and any applicable Order Form or Statement of Work is not contingent on the delivery of any future Platform functionalities or features or any other future commitments, except as set forth in Sections 2.1 and 2.3 of this Agreement.

4. TERMINATION AND SUSPENSION.

4.1 Term. The term of this Agreement (the “Term”) commences on the Effective Date and will continue in effect thereafter until terminated in accordance with Section 4.2.

The Subscription Term will be set forth in the applicable Order Form and University Purchase Order.

4.2 Termination. Either Party may terminate this Agreement on written notice to the other Party at any time when there are no Order Forms or Statements of Work then in effect. In addition, either Party may terminate this Agreement, any Order Forms, and/or any Statements of Work: (i) upon thirty (30) days' notice to the other Party if the other Party breaches a material term of this Agreement, and the breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement upon written notice to you under the limited circumstances set forth in Section 11.3 below.

4.3 Suspension for Non-Payment. We may suspend the Services and/or the Professional Services upon written notice to you if any undisputed invoiced amount due to us is more than sixty (60) days past due. We will not suspend the Services or the Professional Services while you are disputing any invoiced amount due to us reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.4 Effect of Termination. Upon termination of this Agreement as set forth in Section 4.2: (i) we will stop providing the Services and the Professional Services, and you will stop all access to and use of the Platform and Deliverables; (ii) if we have terminated this Agreement, you will promptly pay all unpaid Fees and applicable Taxes due through the end of the Term; (iii) if you have terminated this Agreement, we will promptly refund you a pro-rata portion of any pre-paid Fees; and (iv) upon written request and subject to Section 6.1 and Section 6.3, each Party will either return to the Disclosing Party (or, at such Disclosing Party's instruction, destroy and provide such Disclosing Party with written certification of the destruction of) all documents, computer files, and other materials containing any of such Disclosing Party's Confidential Information that are in the Receiving Party's possession or control.

4.5 Survival. The following provisions will survive termination of this Agreement: Section 1 ("Definitions"), Section 3 ("Fees and Payment") until you have paid all Fees and applicable Taxes, Section 4.4 ("Effect of Termination"), Section 5 ("Confidentiality; Feedback"), Section 6.3 ("Aggregated Data"), Section 7 ("Intellectual Property"), Section 9.4 ("Our Disclaimer"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 12 ("General Provisions"), and this Section 4.5 ("Survival").

5. CONFIDENTIALITY; FEEDBACK.

5.1 Confidentiality. The Receiving Party will protect and preserve the Confidential Information of the Disclosing Party as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement and applicable Order Forms and Statements of Work. The Receiving Party may disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors, or agents (its "Representatives"), provided that the Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not disclose, distribute, or disseminate the Confidential Information to any third party, other than its Representatives, without the prior written consent of the Disclosing Party. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives. If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed, and will use commercially reasonable efforts to ensure that confidential treatment will be afforded such disclosed portion.

5.2 Specific Performance and Injunctive Relief. The Receiving Party acknowledges that in the event of a breach of Section 5.1 by the Receiving Party or its Representatives, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party or its Representatives engage in, or threaten to engage in, any act which violates Section 5.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders or preliminary or permanent injunctions) and specific enforcement of the terms of Section 5.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

5.3 Feedback. During the Term, you may elect to provide us with feedback, comments, and suggestions with respect to the Platform, the Services, or the Professional Services

("Feedback"). You hereby authorize Honorlock to directly solicit such Feedback from You and any Authorized Users during the Subscription Term through the use of an anonymous survey; provided, there shall be no obligation to respond to such solicitations. You agree that Honorlock will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you.

6. SUBSCRIBER CONTENT.

6.1 Subscriber Content. You hereby grant us during the applicable Subscription Term a non-exclusive, worldwide, fully paid-up, royalty-free right and license, with the right to grant sublicenses through multiple tiers to vendors providing services to us (such as hosting providers), to reproduce, execute, use, store, archive, modify, perform, display, and distribute to Authorized Users the Subscriber Content via the Platform. We and our vendors will use the Subscriber Content only to provide the Services and only as permitted by this Agreement, including, without limitation, Section 8.5, and our Privacy Policy. After an exam is proctored on the Platform, we shall retain an archival copy of the Subscriber Content related to such exam for a period of six (6) months (the "Retention Period"). After the Retention Period, we shall destroy such Subscriber Content unless, prior to the expiration of the Retention Period, you request that we transfer such Subscriber Content to you and either (i) provide us the removable media onto which you would like us to transfer such Subscriber Content; or (ii) purchase such removable media from us, in which case we shall promptly transfer such Subscriber Content onto such removable media and provide the same to you at no cost. If you fail to provide us notice and the removable media during the Retention Period and we destroy the Subscriber Content, we shall not be liable for such destruction. You will have sole responsibility for the accuracy, quality, and legality of the Subscriber Content.

6.2 Data Security. We (and any third-party hosting provider that we may engage) will employ commercially reasonable physical, administrative, and technical safeguards to secure the Subscriber Content on the Platform from unauthorized use or disclosure.

6.3 Aggregated Data. We monitor the performance and use of the Platform by our customers and collect data in connection therewith (the "Usage Data"). We may combine this Usage Data with other data (including anonymized elements of the Subscriber Content), and use such combined data, or a subset thereof, in an aggregate and anonymous manner (the "Aggregate Data"). You hereby agree that we may collect, use, publish, and vend such Aggregate Data; provided, however, that such usage shall not, directly or indirectly, identify you or your Authorized Users or contain your Confidential Information.

7. INTELLECTUAL PROPERTY. All right, title, and interest in and to the Platform, the Usage Data, the Aggregate Data, and

the Deliverables (unless otherwise set forth in a Statement of Work with respect to a Deliverable), including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, will be and remain the sole and exclusive property of Honorlock and our licensors. Subject to Section 6.1 and Section 6.3, as between the Parties, all right, title, and interest in and to the Subscriber Content, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, will be and remain your sole and exclusive property.

8. USE AND LIMITATIONS OF USE; ONBOARDING; COPYRIGHT AND TEST INTEGRITY ISSUES.

8.1 Restrictions on Use. You will not (and will not authorize, permit, or encourage any third party to): (i) allow anyone other than Authorized Users to access and use the Platform; (ii) allow an Authorized User to share his or her access credentials with other Representatives or any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Platform or the Deliverables; (iv) modify, adapt, or translate the Platform or the Deliverables; (v) make any copies of the Platform or the Deliverables (unless otherwise set forth in a Statement of Work with respect to a Deliverable); (vi) resell, distribute, or sublicense the Platform or the Deliverables or use any of the foregoing for the benefit of anyone other than you or the Authorized Users unless expressly provided for in the applicable Order Form or Statement of Work; (vii) save, store, or archive any portion of the Services (including, without limitation, any data contained therein) outside the Platform other than those outputs generated through the intended functionality of the Platform as set forth in the Documentation without the prior, written permission of Honorlock in each instance; (viii) remove or modify any proprietary markings or restrictive legends placed on the Platform or the Deliverables; (ix) use the Platform or the Deliverables in violation of any applicable law or regulation, in order to build a competitive product or service, or for any purpose not specifically permitted in this Agreement; (x) introduce, post, or upload to the Platform any Prohibited Content; or (xi) circumvent any processes, procedures, or technologies that we have put in place to safeguard the Platform or protect the integrity of the exam-taking process. Upon our request, you will use commercially reasonable efforts to assist us in preventing and enforcing these restrictions.

8.2 Compliance. We have the right to monitor your compliance with this Agreement. If any such monitoring reveals that you are not using the Platform or the Deliverables in compliance with this Agreement, then you will remedy any such non-compliance within five (5) business days of receiving notice from us, including, if applicable, through the payment of additional Fees.

8.3 Intentionally Omitted.

8.4 Children's Online Privacy Protection Act. To the extent you intend to have the Services be used by any Student User under the age of thirteen (each a "COPPA User"), you agree to: (i) require a parent and/or guardian of each such COPPA User (each a "Parent") to execute the Notice and Consent form, a copy of which is attached hereto as Schedule B (each executed form a "Consent Form") and maintain copies of all such Consent Forms; (ii) promptly provide a copy of each Consent Form to Honorlock for each COPPA User; (iv) not authorize, allow, or permit any COPPA User to utilize the Services without obtaining a Consent Form for such COPPA User; and (v) notify Honorlock if you become aware of (x) any COPPA User using the Services without such COPPA User's Parent executing a Consent Form; and (y) any Parent requesting to revoke any consents granted under a Consent Form.

8.5 Family Educational Rights and Privacy Act. To the extent Subscriber records are subject to FERPA, the Subscriber agrees that, for the purposes of the Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), Honorlock will be considered a contractor to whom functions and services have been outsourced by the Subscriber. As a result of these functions and services, Honorlock might have access to student educational records, as defined by FERPA, and to other records that may be owed specific protections under Privacy Laws. Honorlock agrees that it shall safeguard and keep confidential such personally identifiable information and education records that it receives or has access to from Subscriber pursuant to this Agreement and shall not re-disclose such records to any third parties, unless such re-disclosure is required in order to perform the functions and services provided through this agreement and is authorized in writing by the Subscriber. Honorlock expressly warrants and represents that it shall not use the education records provided by the Subscriber hereunder for any purpose other than to comply with the terms of this Agreement and carry out services to the Subscriber.

8.6 Copyright and Test Integrity Issues.

(a) DMCA Takedown Notices. In the course of providing the Services, we may identify infringements of Subscriber Content owned by you, a Subscriber User, or a third party (e.g., an educational publisher of test materials). A Subscriber User may, through the functionality of the Platform, identify the copyright owner of such Subscriber Content and authorize us to act as your or such Subscriber's authorized agent, as applicable, to file a DMCA takedown notice with respect to such infringing content. For Subscriber Content owned by a third party, such third party may provide us a similar authorization. With respect to any information and authorization provided by a Subscriber User, you hereby acknowledge and agree that we can rely on such authorization in order to file a DMCA takedown notice and, upon our request, you will (and will cause any applicable Subscriber User to) execute and file any documents necessary

to establish and/or validate such authorization. Upon receiving any such authorizations, we may, in our discretion, file a DMCA takedown notice as the authorized agent of the applicable copyright owner. We cannot guarantee that any DMCA takedown notice will be acknowledged or honored, and we disclaim all representations, warranties, and liabilities with respect thereto.

(b) Test Integrity Issues. In the course of providing the Services, we may, with your permission (e-mail acceptable), employ certain mechanisms to improve and safeguard the integrity of the test-taking process. For example, we may temporarily seed test questions on controlled web pages in order to identify attempts of unauthorized access during an active assessment. Upon receiving any such permission from you, we may, in our discretion, employ such measures for such purposes. We cannot guarantee that any such measures will be successful, and we disclaim all representations, warranties, and liabilities with respect thereto.

9. REPRESENTATIONS AND WARRANTIES; OUR DISCLAIMER.

9.1 Mutual Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement, Order Forms, and Statements of Work; (ii) the execution, delivery, and performance of this Agreement, Order Forms, and Statements of Work are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party; and (iii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder.

9.2 Our Additional Representations and Warranties. In addition to the representations and warranties set forth in Section 9.1, we represent and warrant to you that the Professional Services and Support Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with all applicable laws and regulations.

9.3 Your Additional Representations and Warranties. In addition to the representations and warranties set forth in Section 9.1, you represent and warrant to us that: (i) the Subscriber Content contains no Prohibited Content; (ii) you have the right to provide us the Subscriber Content in accordance with this Agreement; and (iii) your use of the Services and the Platform, including, without limitation, the submission and processing of the Subscriber Content, complies with all applicable laws and regulations.

9.4 Our Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1 AND SECTION 9.2, THE SERVICES, THE PLATFORM, ANY BETA FEATURES, THEIR COMPONENTS, ANY DOCUMENTATION, THE DELIVERABLES, AND ANY OTHER

MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND HONORLOCK MAKES NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. TO THE EXTENT THAT HONORLOCK MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH HONORLOCK'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS: (I) IN NO EVENT WILL HONORLOCK BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK REGARDLESS OF WHETHER HONORLOCK WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) HONORLOCK'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK WILL NOT EXCEED THE FEES PAID BY YOU UNDER THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT, ANY ORDER FORM, OR ANY STATEMENT OF WORK MAY BE BROUGHT BY A PARTY MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

11. INDEMNIFICATION.

11.1 Indemnification. Subject to Section 11.2, we will defend, indemnify, and hold harmless you and your Representatives from any and all liabilities, costs, and expenses, including reasonable attorneys' fees ("Losses") in connection with any third-party action, claim, or proceeding alleging that your access and use of the Platform and/or a Deliverable in accordance with this Agreement infringes or misappropriates any United States patents, copyrights, or trade secrets (each a "Third-Party Claim"); provided, however, that the foregoing obligation will be subject to your: (i) promptly notifying us of the Third-Party Claim; (ii) providing us, at our expense, with reasonable cooperation in the defense of the Third-Party Claim; and (iii) providing us with sole control over the defense and negotiations for a settlement or compromise of the Third-Party Claim.

11.2 Exceptions to Indemnification Obligations. We are not obligated to indemnify, defend, or hold you and your Representatives harmless with respect to any Third-Party Claim to the extent: (i) the Third-Party Claim arises from or is based upon your or your Authorized Users' use of: (a) the Platform or a Deliverable not in accordance with the Documentation, this Agreement, an Order Form, or a Statement of Work; or (b) any unauthorized modifications,

alterations, or implementations of the Platform or a Deliverable made by you or at your request (other than by us); (ii) the Third-Party Claim arises from use of the Platform or a Deliverable in combination with unauthorized modules, apparatus, hardware, software, or services not supplied or specified in writing by us; or (iii) the Third-Party Claim arises from any use of the Platform or a Deliverable for which they were not designed.

11.3 Infringement Claims. In the event that we reasonably determine that the Platform or a Deliverable is likely to be the subject of a Third-Party Claim, we will have the right (but not the obligation), at our own expense, to: (i) procure for you the right to continue to use the Platform or Deliverable as provided in this Agreement, any applicable Order Form, and any applicable Statement of Work; (ii) replace the infringing components of the Platform or Deliverable with other components with equivalent functionality; or (iii) suitably modify the Platform or Deliverable so that it is non-infringing and functionally equivalent. If none of the foregoing options is available to us on commercially reasonable terms, we may terminate this Agreement, any applicable Order Form, and/or any applicable Statement of Work without further liability to you and refund you a pro-rated portion of any pre-paid Fees. This Section 11.3, together with the indemnity provided under Section 11.1, states your sole and exclusive remedy, and our sole and exclusive liability, regarding any Third-Party Claim.

12. GENERAL PROVISIONS.

12.1 Intentionally Omitted.

12.2 Waiver. Subject to the last sentence in Section 10, no failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

12.3 Intentionally Omitted.

12.4 Intentionally Omitted.

12.5 Notices. All notices required under this Agreement (other than routine operational communications) must be in writing and will be delivered either personally or by e-mail (other than notices under Section 4.2 which may not be delivered by e-mail), national overnight courier or the U.S. Postal Service to each Party's notices contact and address listed in the applicable Order Form or Statement of Work. Notices will be effective upon: (i) actual delivery to the other Party with receipt obtained, if delivered in person or by e-mail (other than notices under Section 4.2, which may not be made via e-mail), or national overnight courier; or (ii) five (5) business days after being mailed via the U.S. Postal Service, postage prepaid.

12.6 Independent Contractors. The Parties are independent contractors, and neither Party will be deemed to be an

employee, agent, partner, joint venturer, or legal representative of the other Party.

12.7 Severability. If any provision of this Agreement, any Order Form, or any Statement of Work is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement, Order Form, or Statement of Work will remain in full force and effect.

12.8 Intentionally Omitted. Third-Party Beneficiaries. There are no other third-party beneficiaries under this Agreement, any Order Form, or any Statement of Work

12.9 Publicity. During the Term, we may refer to you as a customer and user of the Platform among lists of other such customers and users and we may use your name logos in connection therewith. Any goodwill arising from the use of such name and logos will inure solely to your benefit.

Intentionally Omitted. Complete Understanding. Contract #4900000530 and this Agreement, the Schedules, and all executed Order Forms and Statements of Work constitute the final and complete agreement between the Parties regarding the subject matter hereof, and supersede any prior or

contemporaneous communications, representations, or agreements between the Parties, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. To the extent of any conflict or inconsistency between this Agreement and any term contained in an Order Form or Statement of Work, the terms of Contract #4900000530 and this Agreement will govern, unless such Order Form or Statement of Work includes the section numbers of this Agreement that the Parties expressly agree no longer govern or are modified for the matters covered thereby.

12.10 Counterparts. Contract #4900000530, this Agreement, any Order Form, and any Statement of Work may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be

deemed an original, but all of which together will constitute the same Agreement or Order Form. An electronic signature of a Party done pursuant to law, or a signature of a Party transmitted by electronic means, shall be deemed an original signature for the purposes of this Agreement.

[End of MSA Terms]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SUBSCRIBER

By: _____

Print Name: _____

Title: _____

Date: _____

HONORLOCK INC.

By: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE A – SUPPORT SERVICES

We shall use commercially reasonable efforts to make the Platform accessible to Authorized Users twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year at least 99.7% of the time (measured on a monthly basis), except for: (i) scheduled maintenance; (ii) required repairs; and (iii) any loss or interruption due to a Force Majeure Event.

We shall provide online, telephone, and/or e-mail support to Subscriber and its Authorized Users twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year relating to any failure of the Platform to operate substantially in accordance with the Documentation.

For any continuous outage which (i) renders the Platform inoperative or intermittently operative; (ii) substantially degrades performance of the Platform; or (iii) causes a complete failure of the Platform, Honorlock will credit you a pro-rated refund of pre-paid Fees for scheduled exams, commencing on the date and time of the opening of a trouble ticket and ending at the close of the same by Honorlock's technical support as follows:

Outage	Credits Per Outage - % of Monthly Fees
0-8 hours duration	No Credit
8-16 hours	2.5%
16-24 hours	5%
In excess of 24 hours	7.5%

Notwithstanding the foregoing, no credit shall be given for an outage directly or indirectly resulting from: (i) the acts and omissions of you or your Authorized Users; (ii) scripts, applications, equipment or services provided by you; (iii) outages initiated by Honorlock at your request or direction for maintenance, backup, or other purposes; or (iv) any Force Majeure Event. In addition, no credit in any given month shall exceed the Fees for such month.

Signature Certificate

Document Ref.: ONDWH-HN3KE-HL5YE-J4ZEA

Document signed by:

	Michael Hemlepp Verified E-mail: mhemlepp@honorlock.com	
	IP: 99.117.111.254 Date: 24 Feb 2021 17:04:36 UTC	
	Brandon Smith Verified E-mail: bsmith@honorlock.com	
	IP: 12.190.236.25 Date: 24 Feb 2021 20:59:48 UTC	

Document completed by all parties on:

24 Feb 2021 20:59:48 UTC

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Signed with PandaDoc.com



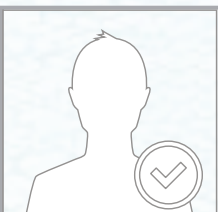

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Signature Certificate

Document Ref.: 2A3SG-PLMD7-7FAV9-KTXSR

Document signed by:

	Brandon Smith Verified E-mail: bsmith@honorlock.com <small>IP: 107.77.234.186 Date: 01 Mar 2021 17:20:52 UTC</small>	
	Michael Hemlepp Verified E-mail: mhemlepp@honorlock.com <small>IP: 99.117.111.254 Date: 01 Mar 2021 18:35:59 UTC</small>	

Document completed by all parties on:

01 Mar 2021 18:35:59 UTC

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