

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION**

Contract Inquiry No. 490000529-A1

AMENDMENT #1 TO CONTRACT NO. 490000529

THIS AMENDMENT (this “Amendment”) is entered into as of the date of last signature below by and between Examity, Inc. (the “Contractor”), a wholly owned subsidiary of ProctorU Inc. dba Meazure Learning (“Meazure Learning” or “Service Provider”), and the State System of Higher Education, an agency of the Commonwealth of Pennsylvania (the “State System” or “Commonwealth”). This Amendment is incorporated by reference into, and forms part of, the contract dated effective by and between the parties on February 22, 2021 (the “Contract” or “Contract No. 490000529”) and is effective as of the date of the last signer below (the “Amendment Effective Date”).

Both the State System and Contractor, when used together, are hereinafter referred to as “Parties”. The State System is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

WHEREAS, State System has previously entered into Contract No. 490000529 to obtain certain services related to Live Online Proctoring and Automated Proctoring Services that utilize Contractor’ s proprietary technology (the “Contractor Services”); and

WHEREAS, the Parties desire to amend and extend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to add and amend the following provisions of the Contract:

1. Term Extension. The Parties hereby agree that the Contract will be extended commencing on May 22, 2024, and shall remain in full force and effect through February 21, 2026 (the “Extension Term”).

2. Migration to Meazure Learning Services.

(i) The Parties agree that each participating State System entity or Public Agency (each a “University” or “Public Agency”), shall each be migrated to the Meazure Learning Services (as defined in *Exhibit A* attached hereto) prior to November 1, 2024 (the “Contractor Services Sunset Date”).

(ii) The Contractor Services will continue to be provided pursuant to the terms of the Contract and each Purchase Order until the earlier of (i) the Launch Date for each University or Public Agency (as mutually agreed for each University or Public Agency), or (ii) the “Contractor Services Sunset Date” . If the Launch Date for each University of Public Agency has not occurred prior to the Contractor Services Sunset Date, each University or Public Agency’ s access to the Contractor Services will be discontinued and each respective Purchase Order will be terminated effective October 31, 2024.

(iii) As a condition precedent of accessing the Services, student exam takers will be required to agree to and comply with the Measure Terms of Service, available at <https://www.measurelearning.com/terms-of-service> (“the TOS”). The TOS will binding only as between the student exam taker and Measure Learning, and will not become a material part of this Agreement, regardless of any actual or apparent employment or agency relationship between the student exam taker and the State System or any of its universities. All services will be provided pursuant to the Measure Learning Privacy Policy, available at <https://www.measurelearning.com/privacy-policy>.

(iv) No additional online terms will apply to purchases made under the Contract.

3. **Pricing.** Commencing on the Amendment Effective Date, the following pricing will apply for all exams delivered via the Measure Learning Services for each University or Public Agency. Each University or Public Agency opting to utilize Measure Learning services may provide a Purchase Order for the Measure Learning Services reflecting the below pricing within five (5) business days following such University or Public Agency’ s Launch Date on the Measure Learning Services.

(i) **Live Online Proctoring and Automated Proctoring Fees.** The following pricing shall apply to the Measure Learning Services on a per exam basis. All fees are invoiced in whole hour increments and are based on predefined exam durations. Volumes will be calculated in aggregate during each year of the Term commencing on February 22, 2021.

Measure Learning Services	First Hour Rate	Each Additional Hour
Live+		
• 1-9,999	\$13.00	\$6.60
• 10,000-19,999	\$12.75	\$6.60
• 20,000-29,999	\$13.75	\$6.60
• 30,000-49,999	\$13.50	\$6.60
• 50,000+	\$13.20	\$6.60
Review+		
• 1-9,999	\$12.93	\$5.50
• 10,000-19,999	\$12.65	\$5.50
• 20,000-29,999	\$12.10	\$5.50
• 30,000-49,999	\$11.55	\$5.50
• 50,000+	\$11.00	\$5.50
Record+		
• 1-9,999	\$7.70	N/A
• 10,000-19,999	\$7.43	N/A
• 20,000-29,999	\$7.15	N/A
• 30,000-49,999	\$6.88	N/A
• 50,000+	\$6.60	N/A

(ii) **Pricing Increases.** Pricing for the Measure Learning Services provided above will be in effect for the Extension Term period only.

(iii) **Cancellation/No-show Fees.** Notwithstanding anything to the contrary, if a test-taker: (i) does not attempt to connect during their scheduled exam session, (ii) does not show up to take their exam during their scheduled exam session, (iii) is unable to successfully complete the exam due to any technical issue unrelated to the Service; or (iv) cancels their scheduled exam session within 24 hours of the start time of a scheduled exam session (each a “Late Cancellation”), commencing on the Launch Date for each University or Public Agency, Service Provider will be entitled to the entirety of its proctoring fee. The Measure Learning login audit and cancellation

tracking mechanism will be the sole source for determining Late Cancellations. A session is defined as fulfilled if a candidate completes all launch steps, the proctor has granted access to the assessment, and the candidate has viewed exam content (a "Fulfilled Session").

(iv)On-Demand Scheduling. Service Provider offers on-demand scheduling features that each University or Public Agency may choose to enable or disable. If enabled, these features allow test takers to schedule tests on an "On-Demand" basis. On-Demand Scheduling fees (Take It Now - \$8, Take It Soon - \$5) may either be paid by the test taker or each University or Public Agency as defined in each separately executed Purchase Order between the Contractor and a University or Public Agency.

4. Payment Terms and Invoicing. Service Provider will invoice all fees for the Measure Learning Services as defined in the Contract provided that once a given pricing tier is achieved invoicing under such pricing tier will commence on the first day of the calendar month following such achievement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed pursuant to due and legal action authorizing the same to be done on the dates listed below.

FOR THE CONTRACTOR:

N/A

Individual or Partner or Member Date
(if Contractor is an individual or partnership
or limited liability company)

DocuSigned by:
Tim McLinton 4/29/2024
4E3372D644EF428...
President Date

DocuSigned by:
Don Meff 4/29/2024
5C4C3E521DEE445...
Chief Financial Officer Date

FOR THE STATE SYSTEM:

DocuSigned by:
Jeff Mandel 4/29/2024 | 10:14:22 AM EDT
2EAC86ED69BA47F...
Director Procurement Shared Services

APPROVED AS TO FISCAL
RESPONSIBILITY, BUDGETARY
APPROPRIATENESS AND AVAILABILITY
OF FUNDS

DocuSigned by:
Molly Mercer 4/29/2024 | 1:13:05 PM EDT
7B4CC4E478B2475...
Chief Financial Officer

DocuSigned by:
David B. Mueller 5/2/2024 | 6:11:58 AM PDT
769B0450965B446...
University Legal Counsel

N/A- Pricing/SOW Amendment Only

Deputy Attorney General

N/A- Pricing/SOW Amendment Only

Office of General Counsel

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signature can be delegated provided there is a certified Board resolution presented with this contract.

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Exhibit A Online Proctoring Services Descriptions

Professional proctors provide full exam supervision, allowing for active intervention and course correction to prevent academic integrity violations. Live proctors are assisted by advanced technology to provide a secondary layer of protection. The solution includes:

The Live+ via Guided Launch includes:

- Live proctored exam launches with:
 - ✓ Multi-factor identity verification
 - ✓ Proctor-guided virtual and physical environment security scans
- Live session monitoring backed by advanced technology throughout the entire duration of the exam, recreating the “testing in classroom” experience
- Active misconduct intervention by highly trained intervention specialists
- Advanced data analytics dashboards for faculty and administrators to track test-taker experience and academic integrity metrics.

The Review+ via Guided Launch includes:

- Live proctored exam launches with:
 - ✓ Multi-factor identity verification
 - ✓ Proctor-guided virtual and physical environment security scans
- End-to-end session recording, monitoring and flagging
- Session review by a live proctor to validate or invalidate suspicious activity
- Comprehensive incident reporting of highly suspicious activity or confirmed academic integrity breaches within 24-48 hours
- Advanced data analytics dashboards for faculty and administrators to track test-taker experience and academic integrity metrics.

The Record+ solution includes:

- Automated test-taker authentication and ID verification
- Customizable exam security features, such as the ability to:
 - ✓ Lock down browsers
 - ✓ Disable copy & paste
 - ✓ Disable/whitelist the use of applications
- End-to-end session recording, monitoring and flagging
- Session review by a trained proctor to validate or invalidate suspicious activity
- Comprehensive incident reporting of highly suspicious activity or confirmed academic integrity breaches within 24-48 hours
- On-demand testing—no appointment necessary