

**Commonwealth of Pennsylvania State System of
Higher Education (PASSHE)**

Contract # 4900000531

for

Proctoring Solutions: Live Online and Automated

with

Proctorio

Effective: April 8, 2021

The following documents comprise the executed contract between the PASSHE and Proctorio effective April 8, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

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

CONTRACT FOR

**Proctoring Solutions:
Live Online and Automated**

WITH

Proctorio.io, Inc.

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- A. Data Security Addendum**
- B. Contractor's Proposal**
- C. Contractor's Terms of Service**
- D. Contractor's Privacy Policy**
- E. Contractor's Service Level Agreement**

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

**Proctoring Solutions:
Live Online and Automated**

THIS AGREEMENT, made and entered into between the **State System of Higher Education** (2986 North Second Street, Harrisburg, PA 17119), an agency of the Commonwealth of Pennsylvania (hereinafter “State System” or the “Commonwealth”),

and

Proctorio.io, Inc. (6840 East Indian School Road, Scottsdale, AZ 85251) acting through its proper officials, (hereinafter referred to as “Contractor”) (Federal I.D. #46-3425539).

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.

The State System desires to obtain **Online Proctoring Solutions** from the Contractor.

The State System has partnered separately with OMNIA Partners to make this Contract available to the State System universities and other public agencies nationally, 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 Partner's cooperative purchasing program.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

1. TERM OF CONTRACT.

a. The term of this Contract shall commence on the Effective Date (as defined below) and shall end three years from the Effective Date (the “Expiration Date”), subject to the other provisions of this Contract.

b. The Effective Date shall be: a) the date this Contract has been fully executed by the Contractor and by the State System and all approvals required by the State System contracting procedures have been obtained; or b) the date referenced in this Contract, whichever is later.

c. The State System’s Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the State System shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No State System employee has the authority to verbally direct the commencement of any work under this Contract.

d. The State System reserves the right, upon notice to the Contractor, to extend the term of this Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary to enter into a new contract.

e. This Contract may be renewed for two additional annual periods. Any renewal would be by mutual written consent of both Parties prior to Expiration Date of the initial term. The potential contract period, including any renewals, may not exceed a period of five (5) years.

2. DEFINITIONS. As used in this Contract, these words shall have the following meanings:

a. **Contracting Officer:** The person authorized to administer this Contract for the State System and to make written determinations with respect to this Contract.

b. **Days:** Unless specifically indicated otherwise, days mean calendar days.

c. **Developed Works or Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

d. **Services:** All Contractor activity necessary to satisfy this Contract.

e. **Live Online Proctoring:** For high-stakes exams and critical certifications, live (human) proctoring is expected to oversee the entire exam, from authentication to test completion. Real-time on-screen support; immediate exam intervention is required.

f. **Automated Proctoring:** Online automated proctoring requires use of AI technology to monitor students during exams while ensuring the integrity through the use of web cameras and screen monitoring software.

3. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall perform the following specified duties on an as-needed basis.

a. **Scope.** The State System has partnered with OMNIA Partners to make this Contract available to other public agencies nationally, 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 Partner's cooperative purchasing program. The State System is acting as the lead contracting agency for any other Public Agency that elects to utilize this Contract. Use of this Contract by any Public Agency is preceded by registration with Omnia Partners (a Participating Public Agency).

b. **Technical Requirements.** The Online Proctoring Solution shall include the following requirements, as described in greater detail in the Contractor's Proposal, Exhibit B.

1. Monitoring Process

- a. Pre-Test Authentication – Verifying Student Identities
- b. Scheduling and Managing Exams
- c. Student Registration – Include Exam Instructions
- d. Data Security – During Exams
- e. Real-time Live Proctoring
- f. Automated Proctoring
- g. Recording and Viewing Exams – By Faculty
- h. Violations – Algorithms to Detect and Capture Aberrant Student Behavior

- i. End-to-End Security – Active Restriction of Student’s Computers
 - j. Post-exam Auditing
 - k. Content Protection
 - l. ADA Assistance
 - m. Other Advanced Monitoring Features
2. **Software / Hardware**
 - a. Proctoring Solution Platform
 - b. Hosting options
 - c. LMS integrations
 - d. Publisher Platform integrations
 - e. Data Centers (locations)
 - f. Third-party or subcontractor partnerships or involvement
 - g. System scalability
 - h. System redundancy and availability
 - i. Backup and recovery strategy
 - j. Disaster recovery, testing and business continuity plans
3. **Data**
 - a. Data encryption in transit and at rest
 - b. Security – data access and protection
 - c. Data breaches
 - d. Ownership of data
 - e. Termination of services
 - f. Restrictions on amount of data stored on the proposed solution
4. **Security**
 - a. Restrictions on number of users accessing the proposed solution
 - b. Student Privacy
 - c. Security-related policies and procedures to which the Offeror’s employees are required to adhere
 - d. Web usability and ADA compliant accessibility of the proposed solution
 - e. IMS Global Certified Proctoring Tool
5. **Customer Support**
 - a. Training
 - b. Technical Support
 - c. Support of devices, operating systems, and web browsers
 - d. Third-party integrations
 - e. Active directory
 - f. Customer support operations
 - g. Available ordering methods
6. **Reporting**
 - a. Available data reports
 - b. Customized reports

4. PURCHASE ORDERS.

a. This Contract has been established based on RFP #2020-COOP-LAV-45 for Online Proctoring Solutions (Services) and contains a not to exceed value for the Services at established prices, but does not provide a guarantee of work being awarded under this Contract. A University or Public Agency may issue Purchase Orders against this Contract when it seeks to have the Contractor provide the Services under this Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the Expiration Date of this Contract are acceptable and must be performed in accordance with this Contract. The Contractor is not permitted to accept Purchase Orders that require performance extended beyond those performance time periods specified in this Contract unless specifically authorized by the State System's Contracting Officer, but in any event, no longer than ninety (90) days after the Expiration Date of this Contract period. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract. The Contractor shall have the ability to accept or reject a Purchase Order based on its ability to schedule the Services.

b. This Contract does not constitute a commitment to purchase the Services by the State System or any Public Agency. Any purchases made under this Contract shall be made directly by a State System University, or Public Agency. The Contractor shall make available, at a minimum, the Services as described in greater detail herein pursuant to the terms and conditions set forth in this Contract.

c. The Parties agree that no writing shall be required in order to make the Purchase Order legally binding, notwithstanding contrary requirements in any law. The Parties hereby agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement was not in writing or signed by the Parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

d. Any resulting Purchase Order shall be between the University or Public Agency, and the Contractor.

5. COST. The Contractor shall provide the Services per the pricing structure outlined in Exhibit B, Contractor's Proposal based on the scope of services being requested by a University or Public Agency, and shall be reflected in the Purchase Order. The State System reserves the right to purchase the Services covered under this Contract through a separate procurement procedure, whenever the State System deems it to be in its best interest.

6. PRICING. The pricing/discount percentage for the products and/or services as listed in Exhibit B, Contractor's Proposal, shall be applicable to all purchases made under this Contract. Price changes are allowed once per year with sixty (60) days of advance notice. Percentage discounts off the Contractor's list price shall remain firm for the term of the Contract unless improved for the benefit the State System. Any requests for reasonable price adjustments may be made at the time of each annual period. If the State

System agrees to the adjusted price terms, the State System shall issue written approval of the change and provide an amended version of this Contract.

7. PERFORMANCE OF SERVICES. The Contractor shall (a) provide the Services set forth in the Contract, and described in Exhibit B, Contractor's Proposal, in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services being requested herein; (b) ensure the highest quality of work and the delivery of the Services with the utmost efficiency; (c) act in good faith and in the best interests of the State System; (d) keep the State System informed of all matters of which it ought reasonably be made aware, and provide such information in relation to the provision of the Services as may reasonably be required by the State System; and (e) fully comply with its obligations and duties under this Contract.

8. CONTRACT EXHIBITS.

a. **EXHIBIT A – DATA SECURITY ADDENDUM.** The Contractor acknowledges that this Contract allows the Contractor access to Covered Data and Information ("CDI"), as defined in Exhibit A to this Contract. The Data Security Addendum adds additional obligations concerning the use of CDI to the Contract between the Parties, and the Contractor agrees to abide by the terms of the Data Security Addendum.

b. **EXHIBIT B – CONTRACTOR'S PROPOSAL.** The Contractor shall provide the Services as described in greater detail in its Proposal as defined in Exhibit B.

c. **EXHIBIT C – CONTRACTOR'S TERMS OF SERVICES.** The Contractor's Terms of Service shall apply to any University or Public Agency purchase.

d. **EXHIBIT D – CONTRACTOR'S PRIVACY POLICY.** The Contractor's Privacy Policy shall apply to any University or Public Agency purchase.

e. **EXHIBIT E – CONTRACTOR'S SERVICE LEVEL AGREEMENT.** The Contractor's Service Level Agreement shall apply to any University or Public Agency purchase.

9. CHANGES. The State System reserves the right to make changes at any time during the term of this Contract or any renewals or extensions thereof 1) to make non-material changes to the Services within the scope of this Contract to meet the needs of the State System except in no event shall the cost of the Services ordered exceed any stated not to exceed amount for this Contract; 3) to notify the Contractor that the State System is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of this Contract to extend the completion date beyond the Expiration Date of this Contract or any renewals or extensions thereof. Any such change shall be made by the State System's Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the notification of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate this Contract. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the section entitled CONTRACT CONTROVERSIES.

10. OTHER CONTRACTORS. The State System may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and State System employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by State System employees. The requirements set forth in this section shall be included in the contracts of all contractors with which this Contractor will be required to cooperate. The State System shall equitably

enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

11. ASSIGNABILITY AND SUBCONTRACTING.

a. Subject to the terms and conditions of this section, this Contract shall be binding upon the Parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the State System's Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the State System's Contracting Officer, assign its rights to payment to be received under this Contract, provided that the Contractor provides written notice of such assignment to the State System's Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of Contractor, or the sale of all or substantially all of Contractor's assets, or any similar company sale event whether by merger, reorganization, sale, or otherwise.

f. Any assignment consented to by the State System's Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal tax identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the State System's Contracting Officer written notice of any such change of name.

12. COMPENSATION/INVOICES.

a. The Contractor shall be required to provide the Services at the price(s) quoted in this Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the University or Public Agency. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in a University's or a Public Agency's Purchase Order.

b. The Contractor shall send an itemized invoice to the address referenced on a University's or a Public Agency's Purchase Order. The invoice should include only amounts due under the Purchase Order. This Purchase Order number must be included on all invoices.

c. Each invoice shall be itemized with detail deemed adequate by the University or the Public Agency, or it will be returned as improper and the time for processing a payment will be suspended until the University or Public Agency receives a correct invoice. In no instance shall any payment be made for

services to the Contractor that are not in accordance with the prices on the Purchase Order, this Contract, updated price lists, or any discounts negotiated by the University or the Public Agency.

13. PAYMENT.

a. The State System shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of this Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in this Contract (a "proper" invoice is not received until the State System accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in this Contract. If any payment is not made within fifteen (15) days after the required payment date, the State System may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The State System reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the Services if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

b. The State System shall have the option of using a purchasing card to make purchases under this Contract or a Purchase Order. The State System's purchasing card is similar to a credit card in that there will be a small fee that the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the State System. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the State System allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of this Contract or a Purchase Order.

c. The State System may make contract payments through Automated Clearing House (ACH). Within 10 days of award of this Contract or a Purchase Order, the Contractor must submit or must have already submitted their ACH information to the State System. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State System's ACH remittance advice to enable the Contractor to properly apply the State System's payment to the invoice submitted. It is the responsibility of the Contractor to ensure that the ACH information provided to the State System is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

14. TAXES. The State System is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The State System is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees that are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

15. INSURANCE. Unless otherwise agreed to in writing by the Parties, Contractor shall procure and maintain during the term of this Contract, at its own expense, the following insurance coverage:

- a. Worker's compensation insurance as required by Pennsylvania law for all employees engaged in work.
- b. Commercial general liability insurance including coverage against any claims(s) that might occur in carryout out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.
- c. Automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damages per accident.
- d. The State System reserves the right to require higher or lower limits where warranted.
- e. Upon request by the State System, the Contractor is required to provide a Certificate of Insurance from a company licensed to do business in the Commonwealth of Pennsylvania, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60-day cancellation notice is desired.

16. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY:** The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the State System under this Contract. The Contractor shall defend any suit or proceeding brought against the State System on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that the State System shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the State System may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the State System at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the State System harmless from all damages, costs, and expenses, including attorney's fees that the State System may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software that is obtained contemporaneously with the infringing product. This provision shall not apply if the alleged infringement arises from any modification or tampering of the infringing products by the State System or its employees. The obligations of the Contractor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

b. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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 the Contractor for the purpose of securing business. For breach or violation of this warranty, the State System shall have the right to terminate this Contract without liability or in its discretion to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

17. OWNERSHIP RIGHTS. The State System shall have a non-exclusive, non-transferable right and license to use Contractor's Application Service and Documentation (as defined in Exhibit C, Contractor's Terms of Service). The State System has unrestricted authority to reproduce, distribute, and use any Customer Content (as defined in Exhibit C, Contractor's Terms of Service), granting Contractor a non-exclusive, worldwide right and license to use, copy, manipulate and render Customer Content through the Application Service.

18. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the State System recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the State System. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the State System all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Contract.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT. THE PARTIES' TOTAL OBLIGATION UNDER THIS CONTRACT SHALL NOT EXCEED THE COST FOR ALL AND SERVICES UNDER THIS CONTRACT WITHOUT REGARD TO THE THEORY OF RECOVERY OR THE NATURE OF THE CAUSE OF ACTION. THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT THE SOVEREIGN IMMUNITY OF THE COMMONWEALTH OR OF THE STATE SYSTEM OF HIGHER EDUCATION.

20. HOLD HARMLESS. The Contractor shall hold the State System harmless from and indemnify the State System, the State System of Higher Education and the Commonwealth of Pennsylvania against any and all third-party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the State System gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the State System in actions brought against the State System. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the State System will cooperate with all reasonable requests of Contractor made in the defense of such suits. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The State System may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

21. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract. More specifically:

a. **ENVIRONMENTAL LAWS AND REGULATIONS:** In the performance of this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987,

No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

b. **EXPORT CONTROL LAW COMPLIANCE.** To the extent Contractor is providing devices/technology or data under this Contract, Contractor acknowledges that a foreign national(s) may use the device/technology/and or data at the State System. Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to State System any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Contractor shall notify the State System in writing of the nature and extent of the export control. The State System shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the State System has the right to immediately terminate this Contract.

22. DEFAULT.

a. The State System may, subject to the provisions of the section entitled FORCE MAJEURE and in addition to its other rights under this Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the section entitled TERMINATION) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to provide services within the time specified in this Contract Order or a Purchase Order or as otherwise specified;
- 2) Failure to deliver awarded item(s) within the time specified in this Contract or a Purchase Order or as otherwise specified;
- 3) Failure to provide an item(s) that is in conformance with the specifications referenced in this Contract or a Purchase Order;
- 4) Insolvency, bankruptcy or placed into receivership;
- 5) Assignment made for the benefit of creditors;
- 6) Failure to protect, to repair, or to make good any damage or injury to property;
- 7) Breach of any provision of this Contract;
- 8) Failure to comply with representations made in the Contractor's bid, proposal or contract offer; or
- 9) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the State System terminates this Contract or any Purchase Order in whole or in part as provided in subparagraph a. above, the State System may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be

liable to the State System for any reasonable excess costs for such similar or identical items included within the terminated part of this Contract or a Purchase Order.

c. Except as provided below, payment for completed work accepted by the State System shall be at the price set forth in this Contract.

d. The rights and remedies of the State System provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The State System's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the State System of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the section entitled CONTRACT CONTROVERSIES of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth of Pennsylvania Board of Claims.

23. TERMINATION. The State System has the right to terminate this Contract (including any Purchase Order issued under this Contract) for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The State System shall have the right to terminate this Contract for its convenience without penalty or recourse if the State System determines termination to be in its best interest. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State System. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination and this shall be the Contractor's sole remedy against the State System in the event of termination under this provision. In no event shall the Contractor be entitled to recover loss of profits, loss of use of money, or administrative or overhead costs. The Contractor shall have the right to terminate this Contract for its convenience without penalty or recourse if the Contractor provides the State System with 180 days prior written notice

b. **NON-APPROPRIATION:** The State System's obligation to make payments during any State System fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds by a granting agency, the Commonwealth or a governing body. When funds are not appropriated or otherwise made available to support continued performance in a subsequent fiscal year period, the State System shall have the right to terminate this Contract. The Contractor shall be paid for work satisfactorily completed prior to the notice of non-appropriation. The Contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations made available for that purpose.

c. **TERMINATION FOR CAUSE:** The State System shall have the right to terminate this Contract for Contractor default under the section entitled DEFAULT, upon written notice to the Contractor. The State System shall also have the right, upon written notice to the Contractor, to terminate this Contract for other cause as specified in the Contract or by law. If it is later determined that the State System erred in terminating this Contract for cause, then, at the State System's discretion, this Contract shall be deemed to have been terminated for convenience under subparagraph a. above.

24. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from this Contract, the Contractor must, within six (6) months after the cause of action occurs, file a written claim with the Contracting Officer for a determination, stating all grounds upon which the Contractor asserts a controversy or claim. The written claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth of Pennsylvania's Office of General Counsel Mediation Program.

b. If the Contractor or the Contracting Officer requests mediation and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful.

c. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the Parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

d. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if no extension is agreed to by the Parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims which retains exclusive jurisdiction. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Contract in a manner consistent with the determination of the Contracting Officer and the State System shall compensate the Contractor pursuant to the terms of this Contract.

25. FORCE MAJEURE.

a. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by an event or circumstance beyond its control, regardless of whether it was foreseeable, that was not caused by the party who is unable to perform (the "nonperforming party") provided the nonperforming party complies with the provisions of this section. Causes and circumstances beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade or other labor disputes affecting either party, and freight embargoes. Causes and circumstances beyond a party's control do not include a strike or other labor unrest that affects only one party or an increase in prices.

b. Upon identifying an event or circumstance a party believes is beyond its control, nonperforming party shall notify the other party as soon as practicable and in writing no later than five (5) days after the date on which the nonperforming party becomes aware, or should have reasonably become aware, that such event or circumstance would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under this Contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay and all reasonable efforts being undertaken to attempt performance, limit delay and limit damages. The nonperforming party shall have the burden of proving that such event or circumstance

delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the other party may reasonably request, including providing updates regarding the event or circumstance as it is ongoing. After receipt of such notification, the party receiving notice of the event or circumstance may elect to cancel this Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the delay.

c. In the event of a declared emergency by competent governmental authorities, the State System by notice to the Contractor may suspend all or a portion of this Contract or a Purchase Order issued under this Contract.

26. USE OF CONFIDENTIAL INFORMATION.

a. Covered Data and Information (“CDI”) includes paper and electronic financial information, student education records, as well as any other data marked as confidential provided by the State System or its students to the Contractor to perform the services under this Contract.

b. Disclosure of CDI: Contractor shall not copy, report or release CDI or information concerning the State System or its students, employees or customers to third Parties except when essential for authorized use under this Contract and then only with State System’s prior written approval and only where the third Parties sign agreements containing substantially the same provisions as contained in this section. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), and applicable State System or Board of Governors policies or standards for safeguarding such information, and all other applicable laws regarding consumer privacy and confidential information. The Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

c. Maintenance of CDI: The Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from or on behalf of the State System or its students. The Contractor will extend these measures by contract to all subcontractors used by the Contractor. At a minimum, the Contractor agrees to guard the confidentiality of the State System’s confidential information with the same diligence with which it guards its own proprietary information.

d. Destruction or Return of CDI: Upon termination, cancellation, expiration or other conclusion of this Contract or any license granted hereunder, the Contractor will return to the State System all copies of CDI in the Contractor’s possession, unless the Contracting Officer consents in writing to the preservation of a copy of the CDI for archival purposes. The Contractor shall provide a certificate to the State System confirming the date of destruction of the CDI.

e. Reporting of Unauthorized Disclosures or Misuse of CDI: The Contractor shall, as soon as reasonably practicable and in accordance with all applicable state and federal statutes and regulations, report to the State System any use or disclosure of CDI not authorized by this Contract. The Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) the identity of the party who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State System.

f. Remedies: If the State System reasonably determines in good faith that the Contractor has materially breached any of its obligations under this provision, the State System, in its sole discretion, shall have the right to require the Contractor to submit to a plan of monitoring and reporting; provide the Contractor with a thirty (30) day period to cure the breach; or terminate this Contract immediately if cure is not possible. Before exercising any of these options, the State System shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from the State System's education records, the State System may not allow the Contractor access to education records for at least five (5) years.

g. The obligations stated in this section do not apply to information:

- 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- 4) disclosed to the recipient without a similar restriction by a third-party who has the right to make such disclosure; or
- 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

h. Indemnity: The Contractor shall defend and hold the State System harmless from all claims, liabilities, damages, or judgments brought by a third-party, including the State System's costs and attorney fees, to the extent arising as a result of the Contractor's negligent or willful failure to meet any of its obligations under this section.

27. NONDISCRIMINATION. The Parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration. The Parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972 and other applicable laws; as well as the provisions of the Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the "General prohibitions against discrimination" set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

28. SEXUAL HARASSMENT. Federal law and the policies of the State System prohibit sexual harassment of State System employees or students. Sexual harassment includes any unwelcome sexual advance toward a State System employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for State System employees, or a hostile or offensive academic environment for students. State System vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to

prohibit acts of sexual harassment of State System employees and students. The employer of any person who the State System, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Contract to cause such person to be removed from the project site and from State System premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. In addition, the State System may proceed with debarment or suspension or make appropriate reports in accordance with the Contractor Responsibility Program.

29. BACKGROUND CHECKS FOR SECURE OR SENSITIVE AREAS.

a. At the direction of the State System, the Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to secure or sensitive areas on the State System's campus, either through on-site access or through remote access, as determined by the State System. Before the State System will permit an employee or subcontractor of the Contractor to have access to secure or sensitive areas on the State System's campus, the Contractor may be required provide written confirmation that appropriate background checks have been conducted.

b. Access to certain State System buildings may be controlled by means of card readers and secured visitors' entrances. State System contracted personnel who have regular and routine business in State System worksites may be issued a photo identification or access badge, at the discretion of the State System, subject to State System policy or direction. The Contractor shall be responsible for all fees in connection is issuance of photo identification or access badges

c. The State System may provide Contractor employees who work on a State System campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and State System policies.

d. If it is discovered at any time that an individual who has access to a secure or sensitive area on campus has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility or that raises concerns about building, system or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any State System facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the State System consents to the access, in writing, prior to the access.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the State System may result in the Contractor being deemed in default of its Contract.

30. BACKGROUND CHECKS FOR MINORS.

a. The Contractor must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will provide a program, activity or service to the State System that is responsible for the care, supervision, guidance, or control of children or as otherwise designated by the State System under applicable policy. The Contractor will be responsible for any such associated costs.

b. Before the State System will permit an employee or subcontractor of the Contractor to provide any program, activity or service to the State System where the employee or subcontractor is responsible for the care, supervision, guidance, or control of children, the Contractor must provide written confirmation that background checks have been conducted in accordance with applicable law and policies. If it is discovered at any time that an individual has a criminal record that includes one of the enumerated

offenses set forth in section 6344(c) of the Child Protective Services Law, 23 Pa.C.S. § 6344, the Contractor shall immediately remove the employee or subcontractor from assignment to the State System under this Contract.

c. The State System specifically reserves the right to conduct background checks over and above that described herein or as otherwise required by applicable law.

d. The State System may provide Contractor employees who work on a State System campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and State System policies.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the State System may result in the Contractor being deemed in default of its Contract.

31. MANDATORY REPORTING REQUIREMENTS.

a. All employees, subcontractors and volunteers of Contractor who provide a program, activity, or service to the State System that are responsible for the care, supervision, guidance, or control of children are considered mandated reporters of suspected cases of child abuse under Pennsylvania law. All mandated reporters shall make an immediate report of suspected child abuse if the individual has reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: (i) the mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled program, activity or service; (ii) the mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization or other entity that is directly responsible for the care, supervision, guidance or training of the child; (iii) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or (iv) an individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse. The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse.

b. Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS), formerly the Department of Public Welfare, by calling ChildLine at 1-800-932-0313, or by filing a written report with DHS through Pennsylvania's Child Welfare Information Solution portal (<https://www.compass.state.pa.us/CWIS>). If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS. If a mandated reporter feels that a child is in an emergency situation, the mandated reporter should call local law enforcement or 911 immediately. In addition to the mandatory reporting requirements above, employees and subcontractors of Contractor must immediately notify the State System that a report of suspected child abuse has been made.

32. CONTRACTOR RESPONSIBILITY. For the purpose of this section, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to inform the Contracting Officer if, at any time during the term of this Contract, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if Contractor or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Contracting Officer of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Contract.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General, the State System or the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472

33. CONTRACTOR INTEGRITY. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. **DEFINITIONS.** For purposes of this section, the following terms shall be defined as follows:

- 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

- 2) "Consent" means written permission signed by a duly authorized officer or employee of the State System, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the State System shall be deemed to have consented by virtue of the execution of this Contract.
 - 3) "Contractor" means the individual or entity that has entered into this Contract with the State System.
 - 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
 - 5) "Financial Interest" means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or any position of management.
 - 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - 7) "Non-bid Basis" means a contract awarded or executed by the State System with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. In furtherance of this policy, Contractor agrees to the following:
- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the services are performed shall satisfy this requirement.
 - 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Contract, except as provided in this Contract.

- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the State System in writing and the State System consents to Contractor's financial interest. Contractor shall disclose the financial interest to the State System at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the State System will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to immediately notify the State System in writing if at any time during the term of this Contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the State System may, in its sole discretion, terminate this Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Contract was awarded on a non-bid Basis, Contractor must also comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Contracting Officer or the Office of the State Inspector General in writing.

- 8) Contractor, by submission of its bid or proposal or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to this Contract, certifies and represents that it has not violated any of these Contractor Integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of this Contract, to include any extensions thereof. Contractor shall immediately notify the Contracting Officer in writing of any actions for occurrences that would result in a violation of these Contractor Integrity provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General, the State System and the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General, the State System and the Commonwealth in any investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of a Commonwealth investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the investigating Commonwealth agency to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate the obligations set forth in this section in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the State System and any such subcontractor, and no third-party beneficiaries shall be created thereby.
- 10) For violation of any of these Contractor Integrity provisions, the State System may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, policy or otherwise.

34. COMMONWEALTH EMPLOYEE ETHICS.

- a. The Commonwealth Procurement Code, 62 Pa.C.S. § 101 et seq., provides that any attempt by a Commonwealth employee to realize personal gain through public employment by conduct inconsistent with the proper discharge of the duties of the employee is a breach of a public trust and that

Commonwealth employees must avoid conflict of interest or improper use of confidential information. 62 Pa. C. S. § 2302(a).

b. Pursuant to the Public Official and Employee Ethics Act ("Ethics Act"), 65 Pa.C.S. §1101 et seq., subject to certain statutory exceptions, "public officials" or "public employees" as defined by the Ethics Act, 65 Pa.C.S. §1102, are prohibited from: a) using the authority of their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of their immediate family are associated; and b) using any confidential information received from their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of immediate family are associated. 65 Pa.C.S. § 1103(a).

c. "State advisors" and "State consultants" as those terms are defined in the State Adverse Interest Act, 71 P.S. § 7761 et eq., having recommended to the State agency that he or she served, either in the making of a contract or a course of action of which the making of a contract is an express or implied part, are prohibited from "hav[ing] an adverse interest" in such contract, as that term is defined in the statute. A State employee, as that term is defined in the statute, is prohibited from having an adverse interest in a contract with the State agency by which he or she is employed and from influencing or attempting to influence the making of or supervise or in any manner deal with any contract in which the employee has an adverse interest. For purposes of this section, State agency shall refer to the Pennsylvania State System of Higher Education.

d. The Contractor must report any known or suspected violations of the provisions of this section to the State System or the Office of the Chancellor, attn.: Chief Counsel.

35. AUDIT. The State System and the Commonwealth of Pennsylvania shall have the right, upon reasonable request, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the State System, the Commonwealth of Pennsylvania and their authorized representatives.

36. RIGHT OF OFFSET. The Contractor acknowledges and agrees that the State System may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth of Pennsylvania against any payments due the Contractor under any contract with the Commonwealth of Pennsylvania.

37. RIGHT TO KNOW LAW.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract.

b. If the State System needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the State System.

c. Upon written notification from the State System that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

- 1) Provide the State System, within ten (10) days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the State System reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the State System may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the State System and provide, within seven (7) days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The State System will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the State System determines that the Requested Information is clearly not protected from disclosure under the RTKL in which case the Contractor shall provide the Requested Information within five (5) days of receipt of written notification of the State System's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the State System harmless for any damages, penalties, costs, detriment or harm that the State System may incur as a result of the Contractor's failure, including any statutory damages assessed against the State System.

g. The State System will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by State System or if none, by the Office of Open Records or as otherwise provided by the RTKL if a fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any State System decision to release a record to the public with the Office of Open Records, or in an appropriate Pennsylvania Court, however, the Contractor shall indemnify the State System for any legal expenses incurred as a result of such a challenge and shall hold the State System harmless for any damages, penalties, costs, detriment or harm that the State System may incur as a result of the Contractor's failure, including any statutory damages assessed against the State System, regardless of the outcome of such legal challenge. As between the Parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the State System's disclosure of Requested Information pursuant to the RTKL.

38. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

39. MISCELLANEOUS.

a. **PUBLICITY:** Contractor shall not reference or use the name of the Commonwealth of Pennsylvania, the State System of Higher Education, the State System or any official, employee, unit or

department or any logo, trademark or symbol associated with any of the above for commercial promotion. News releases or other publicity pertaining to this Contract shall not be made without the prior written approval of the State System.

b. **INTEGRATION:** This Contract, including all referenced documents and exhibits, and any issued Purchase Order(s), constitute the entire agreement between the Parties. No agent, representative, employee or officer of either the State System or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to this Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties. All such amendments will be made using the appropriate State System form.

c. **CONTROLLING TERMS AND CONDITIONS:** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the State System. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the Parties' agreement and shall be disregarded by the Parties, unenforceable by the Contractor and not binding on the State System unless specifically referenced as being incorporated into this Contract. In the event attachments or exhibits containing additional terms are incorporated as part of this Contract, the terms and conditions herein shall control and prevail over any such attachments or exhibits, regardless of any language contained therein to the contrary.

d. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law or rendered unlawful by a legislative act, such provision shall be interpreted to be modified so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Contract shall remain in full force and effect.

e. **SURVIVAL:** The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

f. **NOTICE:** Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at the address set forth in this Contract. In the case of an alleged breach of this Contract, a copy of the written notice to the State System shall also be provided to the following: State System Legal Counsel, 2986 N 2nd Street, Harrisburg, PA 17110.

g. **LEGISLATIVE AND POLICY UPDATES:** The Parties acknowledge that it may be necessary from time to time to modify the provisions of this Contract to comply with legislative or policy updates, including updates to policies of the Pennsylvania State System of Higher Education. In such cases, the State System will notify the Contractor of the necessary changes and the Parties will incorporate such changes into an amendment to this Contract.

h. **THIRD PARTY BENEFICIARY:** The State System and the Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or is intended to give or shall be construed to give or provide any benefit or right, directly or indirectly, to third Parties.

i. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Contract, the Contractor will act as an independent contractor and not as an employee or agent of the State System. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

j. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

k. **CONTRACTOR'S TERMS OF SERVICES** (incorporated herein as EXHIBIT C) are hereby amended as follows:

1) The Contractor's Terms of Service, as applied to the Commonwealth of Pennsylvania State System of Higher Education or any Pennsylvania State Public Entity (collectively, "PA Entity") that executes a purchase order pursuant to this agreement, shall not be modified, except:

- i. As stated in this Agreement; or
- ii. By subsequent written agreement between the Contractor and PA Entity, executed and authorized in the same manner as required for this Agreement.

Any contrary provision or language within Contractor's Terms of Service granting Contractor any other right to amend Contractor's Terms of Service shall be given no effect, except as applied to a "User" as defined herein, or any entity other than a PA Entity.

2) Section 12. Indemnification – the following is not applicable to purchases made under the terms of this Contract: To the extent allowable by law You agree to hold harmless, indemnify, and, at Proctorio's option, defend Proctorio from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from: (i) Your or any Authorized End User's negligence or willful misconduct; (ii) Your or any Authorized End User's unauthorized use of the Application IP; or (iii) a Customer Indemnity Responsibility, provided that You will not settle any third-party claim against Proctorio without Proctorio's consent.


3) Section 15.K. Controlling Law and Jurisdiction – the following is not applicable to purchases made under the terms of this Contract: These Terms, any action related thereto, and all other agreements between You and Proctorio, unless otherwise stated, will be governed by Delaware State Law without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Maricopa County, Arizona, United States, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If You are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses, then those clauses do not apply to You. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Delaware (excluding choice of law).


IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed pursuant to due and legal action authorizing the same to be done on the date(s) below.

FOR THE CONTRACTOR:

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

Title

 03/03/2021
President or Vice President Date
(Circle Title)

 03/03/2021
Secretary or Treasurer Date
(Circle Title)

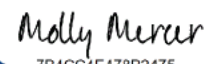
FOR THE STATE SYSTEM:

DocuSigned by:

E1485971E3D243D...

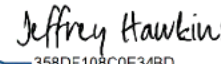
Director, Procurement Shared Services

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


DocuSigned by:

7B4CC4E478B2475...

Comptroller

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

358DF108C0E34BD...

University Legal Counsel

 Digitally signed by David E. Stover
DN: cn=David E. Stover, o=PA Office of
Attorney General, ou,
email=dstover@attorneygeneral.gov, c=US
Date: 2021.04.08 10:06:10 -04'00'

Deputy Attorney General

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 signatures can be delegated provided there is a certified Board resolution presented with this contract.

Data Security Addendum

Contractor acknowledges that the Contract between the Parties allows the Contractor access to Covered Data and Information ("CDI"), as defined below. This Data Security Addendum adds additional obligations concerning the use of CDI to the Contract between the parties.

1. Definitions

- a. **Covered Data and Information ("CDI")** - includes (1) paper and electronic financial information that is marked as confidential; (2) "personal information" as that term is defined by Pennsylvania's Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., as may be amended; (3) personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g; (4) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Part 160.103; (5) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999 ("GLB"), 15 USC 6809; (6) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (7) other financial account numbers, access codes, driver's license numbers; state- or federal-identification numbers such as passport, visa or state identity card numbers; (8) and any other data marked as non-public that is provided by the University, its students or a third party to the Contractor to perform the services under this Contract.
- b. **Covered Parties** - The following are considered a "Covered Party" subject to the restrictions on the use of CDI: Contractor; employees or agents of Contractor who actually and legitimately need to access or use CDI in the performance of Contractor's duties to University; and such third parties, such as but not limited to subcontractors, who have an actual and legitimate need to access or use CDI.
- c. **System** - An assembly of components that supports an operational role or accomplishes a specific objective including a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

2. Use of, Disclosure of, Storage of, or Access to CDI

- a. Contractor and Covered Parties shall only use, disclose, store, or access CDI in accordance with, and only to the extent permissible or necessary to fulfill obligations under the Contract, this Addendum and any other agreement between the parties and will not share CDI with or disclose it to any third party without the prior written consent of the University, except as required by the Contract or as otherwise required by applicable law.
- b. Contractor and Covered Parties shall only use, disclose, store, or access CDI in full compliance with any and all applicable laws and regulations, only to the extent applicable to Contractor, including but not limited to: FERPA, HIPAA, GLB, Federal Trade Commission Red Flags Rule, the Social Security Act, Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), U.S. export control laws, the European Union General Data Protection Regulation (GDPR), and personnel and data breach laws of the Commonwealth of Pennsylvania.
- c. Contractor will ensure all internal Covered Parties have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and this Addendum.
- d. Contractor shall require all third party Covered Parties to agree in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Addendum.

- e. Any transmission, transportation, or storage of CDI outside the United States is prohibited except on prior written authorization by the University.
- f. Contractor and Covered Parties may store CDI on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor that are consistent with the Contract and this Addendum.
- g. For CDI subject to FERPA, Contractor will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations. Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for University's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
- h. The parties agree that as between them, all rights including all intellectual property rights in and to CDI shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Contract.

3. Safeguarding CDI

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract and this Addendum, including but not limited to all terms relating to data and intellectual property protection.
- b. Contractor agrees that use, storage, and access to CDI shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices designed and implemented in such a manner to ensure the confidentiality, availability, and integrity of CDI and to avoid or prevent compromises, attacks and potential Data Breaches.
- c. Contractor will implement the controls reasonably necessary to protect any System owned or operated by Contractor that contains CDI: (1) using secure protocols and encryption to safeguard CDI in transit; (2) adding a host-based or external firewall to protect the System (or allowing the University to add a host-based or external firewall); (3) limiting administrative and remote access to the System; (4) limiting account access and privileges to the least necessary for the proper functioning of the System; (5) removing or disabling applications and services that are not necessary for the proper functioning of the System; (6) utilizing named user accounts and not generic or shared accounts; (7) utilizing Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization; (8) avoidance of default passwords and capabilities that allow the changing of System and user passwords; (9) enabling an appropriate level of auditing and logging for the operating system and applications; and (10) take reasonable measures to protect CDI against deterioration or degradation of data quality and authenticity.
- d. The University reserves the right to request security information reasonably necessary to ascertain University's own compliance with state and federal data privacy laws. Upon the University's request, Contractor shall provide a copy of its most recent SOC 2 report, and that of any data center in which CDI is stored. The University may also require the Contractor to complete a Higher Education Cloud Vendor Assessment Tool (HECVAT) to ensure the services to be provided are appropriately assessed for security and privacy needs. Contractor agrees to cooperate with the University to ensure data is handled and systems are operated in compliance with applicable University policy and adopted standards.

4. Product Maintenance and Support

- a. Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the System or CDI.
- b. Contractor will implement best practices for change management procedures, including a formal process to ensure that changes to a System are introduced in a controlled and coordinated manner to avoid or reduce the possibility that unnecessary changes, faults or vulnerabilities are introduced to the System, or that changes made by other users are undone.
- c. Contractor shall ensure that all products under subscription are remotely supported via a secure connection method that includes an audit log of events. Remote access shall be limited to an as needed or as requested basis. Contractor shall provide University with notice 12 months before the product becomes unsupported.

5. Contractor Access to University Systems

- a. In accordance with applicable policies, University login credentials may be given to contractors for the purposes of scheduled troubleshooting, maintenance, or updates to software provided or supplied by Contractor and installed on University-owned computer equipment. In such a case, University will provide the Contractor with credentials for logging in locally or through a secured Virtual Private Network (VPN), if required. Credentials will be issued by the University through a help desk ticket and issued for a specified time and disabled once that time has expired.
- b. As a condition of the Contractor's access to University computing equipment the Contractor represents that they will not attempt to access any system(s) other than the one(s) designated in the help desk ticket.
- c. All work performed by the Contractor while connected to University computing equipment may be monitored or verified by the University.

6. Data or Security Incident

- a. If Contractor becomes aware that CDI may have been accessed, disclosed, or acquired without proper authorization, Contractor shall immediately notify the specified University contact. Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the incident. Contractor shall give highest priority to immediately correcting any incident and shall devote such resources as may be required to accomplish that goal. Contractor shall fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident.
- b. Contractor shall promptly provide the University information necessary to enable the University to fully understand the nature and scope of the incident so that it can take appropriate action, including notice to individuals impacted and, if need be, notice to consumer reporting agencies as required by the Commonwealth's Breach of Personal Information Notification Act, 73 P.S. §§ 2301 et seq.
- c. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any incident, including but not limited to providing notification to individuals whose CDI was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the CDI exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the incident.
- d. Upon request, Contractor shall provide University information about what Contractor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access

to CDI. In the event that an incident requires Contractor's assistance in reinstalling software, such assistance shall be provided at no cost to the University. The University may discontinue any services or products provided by Contractor until the University, in its sole discretion, determines that the cause of the incident has been sufficiently mitigated.

- e. The Contractor shall coordinate all outbound communications regarding an incident with the University.

7. Compelled Disclosure of CDI

- a. Contractor shall promptly notify the University in writing of any subpoena, discovery request, court order, or other legal request or command to disclose CDI and provide the University sufficient time to obtain a court order or take any other action the University deems necessary to prevent disclosure or otherwise protect CDI. Contractor shall provide prompt and full cooperation in University's efforts to protect CDI. Upon request, Contractor will provide the University with a copy of its response.
- b. If the University receives a subpoena, discovery request, court order, or other legal request or command (including a request pursuant to the Pennsylvania Right to Know Law) or request seeking CDI maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer or Destruction Procedures

- a. Upon expiration or termination of the Contract, Contractor shall follow the University's instructions as to the preservation, transfer, or destruction of CDI. Any transfer to the University or a designated third party shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to CDI during the transition.
- b. In the event the University requests destruction of CDI, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred CDI in accordance with standards that meet or exceed [National Institute of Standards and Technology \(NIST\) Special Publication 800-88r1 guidelines](#) pertaining to data sanitization using "purge" or "destroy" methods. Contractor agrees to provide documentation of data destruction.
- c. Contractor will notify the University of an impending cessation of its business and any contingency plans, immediately transfer any previously escrowed assets and CDI and provide the University access to facilities to remove and destroy University-owned assets and CDI. Contractor shall take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of all hardware and software involved in service delivery. Contractor will work closely with its successor to ensure a successful transition in advance of the final transition date, with minimal downtime and effect on the University. Upon request by the University, Contractor shall certify in writing to University that return or destruction of data has been completed. Prior to such return or destruction, Contractor shall continue to protect CDI in accordance with the terms of the Contract and this Addendum.
- d. The Contractor's obligations under this section shall survive termination of the Contract until all CDI has been returned or securely destroyed.



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

For over seven years, Proctorio has been providing online proctoring services as its primary line of business to colleges and universities across the globe. Proctorio's reach now covers over 1,000 partners, with 25 million exams proctored in all but four countries around the world. Proctorio's clients include some of the largest and most prestigious colleges and university systems, including several in Pennsylvania.

Proctorio's Learning Integrity Platform combines industry-best reliance on scalable technology to provide Identity Verification Services, Lock Down Settings, and Automated and Live Proctoring Services, all within the existing Learning Management System or assessment platform. Whether Live or Automated, students never schedule exams, and the results are always immediately available within the Proctorio Gradebook. Within our industry, Proctorio is the only remote proctoring vendor capable of on-demand proctored assessments with unlimited scalability, while protecting your institution's data with advanced Zero-Knowledge encryption.

As the leader in the online proctoring space, we look forward to working with Pennsylvania's State of Higher Education and OMNIA Partners in the near future.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Mike Olsen", is positioned above the typed name.

Mike Olsen
Founder & CEO
Proctorio, Inc



October 26, 2020

Pennsylvania's State System of Higher Education

Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110

Dear Ms. Linda Venneri:

Below you will find a Table of Contents outlining all of Proctorio's attachments:

Proctorio Technical Proposal RFP #2020-COOP-LAV-45

- Cover Letter
- Table of Contents
- Written Responses
 - Section IV: Information Required from Suppliers
 - A General
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 - 1 Company
 - 2 Experience
 - 3 References
 - 3.2 Distribution, Logistics
 - 3.3 Marketing and Sales
 - C / III.3 Technical Requirements
 - A Monitoring Process
 - B Software / Hardware
 - C Technical and Customer Support
 - III.4 Reporting Needs
 - D Value-Added Services
- Federal Funds Certifications
- Ownership Disclosure Form
- Non-Collusion Affidavit
- Affirmative Action Affidavit
- Political Contribution Disclosure Form
- Stockholder Disclosure Certification
- Certification of Non-Involvement in Prohibited Activities in Iran
- New Jersey Business Registration Certificate
- Addendums 1 and 2



Proctorio Cost Proposal RFP #2020-COOP-LAV-45

- Cost Proposal Form

Proctorio Supplemental Documents RFP #2020-COOP-LAV-45

- Cover Letter
- Table of Contents
- Cost Narrative
- Standard Blueback Contract Redlines
- Appendix C (Exhibit B) Redlines
- Letter of Recommendation #1:
- Letter of Recommendation #2:
- Letter of Recommendation #3:
- Financial Letter
- 2020 Financial Reports
- W-9
- Diversity Letter
- Subcontractor Letter
- Business Continuity Plan
- Quarterly Business Review Deck Template
- Network Diagram
- White Oak Letter
- Detectify Vulnerability Report
- Deque Accessibility Letter
- Voluntary Product Accessibility Template (VPAT) 301
- Voluntary Product Accessibility Template (VPAT) 508
- Voluntary Product Accessibility Template (VPAT) WCAG 2.1



Written Responses

Proctoring Solutions: Live Online and Automated
RFP #2020-COOP-LAV-45

Section IV

A. General

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

Pennsylvania's State System of Higher Education (PASSHE) is partnering with OMNIA partners to enter into a Master Agreement that would extend access to remote proctoring services to other public agencies nationally. PASSHE is seeking an online proctoring solution that offers both Automated and Live Proctoring remotely and integrates with various Learning Management Systems (LMS). Vendors are expected to authenticate test taker identities, provide oversight for assessments/exams, and inform faculty of issues that arise during the assessment process.

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.

For over seven years, Proctorio has been a leader in the remote proctoring industry, providing Automated and Unscheduled Live Proctoring to over 1,000 institutions around the world. Proctorio was designed to be limitlessly scalable, fully customizable, and always available to users without requiring any scheduling. Proctorio offers a full suite of customizable secure exam settings, including Browser Locking Options, Recording Options, and Verification Options to verify the identity of test takers. With the Proctorio Gradebook, exam administrators get immediate results to verify student activity, and oversight into assessment results. Proctorio's machine learning algorithms provide easy-to-use flagging in the Gradebook, so instructors are able to identify any possible integrity infractions that occurred while the test taker was in the exam. Proctorio's platform is entirely remote, allowing test takers to take their exams from anywhere around the world that is most convenient.

B. Qualifications and Experience

1. Company

A Proctorio is a comprehensive learning integrity platform that seeks to expand opportunities for the development and demonstration of human potential. We achieve this mission by ensuring integrity through scalable and accessible means. Staffed by current and former digital learning teachers and learners, our implementation and support team is continuously dedicated to learner success and academic integrity.

In addition to remote proctoring services (Automated and Live), Proctorio also provides Live Pop-In, Live ID Verification, Professional Review, and Bring Your Own Proctor. A number of other services like Plagiarism Detection and WebSweep are on the near-term



product roadmap Proctorio currently serves 1,000+ partner institutions of varying sizes within higher education, K-12, corporate, and federal agencies

Proctorio's reach now covers the entire globe with 2,000,000 active weekly users, and 25,000,000 exams proctored worldwide We are proud to report less than eight minutes of collective downtime since 2013 - meaning that in terms of reliability, Proctorio ranks among the top performers with respect to the entire cloud service industry - much less ed-tech Proctorio's partner retention nears 100% with the vast majority of contracts renewing for successive growth

Proctorio has been in business for seven years and is a privately-held Delaware Corporation and is not controlled in any way by Venture Capital and/or Private Equity funding This allows Proctorio to remain in complete control of the direction of the company and how it impacts our partner institutions Proctorio is currently headquartered in Scottsdale, AZ and has international office locations in Munich, Germany and Belgrade, Serbia

Proctorio's Learning Integrity Platform stands out from competing solutions at every stage from integration to exam review Installing the software is done at the global level; no time-consuming, custom integration is necessary From its inception, our software was designed for unrivaled learner privacy, system-security, scalability, and reliability That means FERPA, COPPA, CCPA, and GDPR compliance The system does not require personally identifiable information and all data collected for the exam is encrypted with Zero-Knowledge encryption – meaning only authorized personnel at the institution have access to exam information Additionally, our software does not require exam content to leave the LMS or Integrated Testing Platform

Since inception in 2013, Proctorio has partnered with a number of big names including institutions like

- B Proctorio employs 16 sales people that are located in Scottsdale, AZ and Belgrade, Serbia
- C Proctorio's 24/7/365 support center is based in Belgrade, Serbia We are headquartered in Scottsdale, AZ and have one additional corporate office in Munich, Germany
- D



- E Since Proctorio's start seven years ago, we have been dedicated to the sustainability of our organization and contributing to the overall health of our planet. We are a certified customer of ClimatePartner and actively engage with the calculation of a corporate carbon footprint, the determination of reduction potentials, and offsetting the CO2 emissions of the company, making us 100% carbon neutral.

Our offices are all paper free and we have recycling programs in place. Our product itself contributes heavily to global sustainability, as we are designed to reduce paper waste and emissions associated with testing centers and paper exams. The carbon footprint of a student taking an exam with Proctorio is nearly non-existent at 0.31 pounds of CO2, just a fraction of the CO2 emitted by taking a test at a testing center.

Every year, Proctorio calculates our carbon footprint and invests in projects around the world that offset our total carbon emissions, making us carbon neutral. By supporting the Matebe Hydroelectric Plant in Virunga, Congo, home to Africa's oldest national park and one of the last mountain gorilla populations in the world, we are contributing to several sustainable practices.

Without an alternative source of energy to support the increasing demand, the Virunga National Park could be destroyed within 10 years. Clean energy is an extreme necessity in Congo, with only 3% of the population having electricity. The Matebe Hydroelectric Plant is offsetting carbon emissions—caused by the burning of fossil fuels and the illegal trading of charcoal. This clean energy is also improving the lives of the people in Virunga by supporting education after dark. The project is aligned with the United Nations Sustainable Development Goals.

- F Please refer to our separately attached Diversity Letter to learn more about how Proctorio incorporates diversity and inclusion into our day-to-day business practices.
- G While Proctorio does not possess any certifications, we do fall under the Small Business Administration's definition of a Small Business.
- H Proctorio does not work with any sub-contractors. For a full list of our sub-processors, please visit: <https://proctorio.com/sub-processors>
- I Proctorio differentiates itself from competitors in a number of ways:
- Preserving Quality of Online Education* - Proctorio was created to preserve the quality of education whether degrees and certifications are earned online or on campus.
 - Remote accessibility* - Proctorio can be accessed wherever there is internet connection and a browser extension can be downloaded.



- c *Limitless scalability* - Our Automated Proctoring is limitlessly scalable and can serve massive amounts of concurrent users simultaneously. We use predictive scaling to create new servers in real time as needed.
- d *Seamless integration* - We employ seamless LTI integration into most LMS which means test takers do not need to enter any additional personally identifiable information beyond what is already required by their LMS.
- e *Zero-Knowledge encryption*

- f *Exam scheduling is never required* - exam administrators simply set up a designated testing window that allows test takers to take their exams from anywhere at any time.
- g *Customizable settings* - we provide exam administrators with a wide range of settings/tools that they get to choose from. They build a testing experience that makes their test takers feel comfortable and secure.
- h *Instant exam results* - we provide exam results and recordings instantly upon exam submission within the Proctorio Gradebook (located within the LMS).
- i *24/7/365 support* - exam administrators and test takers have access to live chat, email, and social media support 24/7/365.

J On August 30, 2020, Proctorio filed a request for an injunction against an individual who infringed Proctorio's copyright by unlawfully posting confidential material concerning its software and application documentation on Twitter. The order of injunction was issued on September 2, 2020. Proctorio takes the safety and security of its software very seriously, and took this action to not only protect our intellectual property, but also to ensure that through prohibiting public dissemination of our software and proprietary information, students could not change their behavior or adopt strategies to circumvent our proprietary software and obtain an unfair testing advantage over other students. We are happy to address any questions you may have.

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

L No debarment or suspension actions have been taken against Proctorio.

2. Experience

Proctorio has been in operation for seven years, providing remote proctoring services to education (higher education and K-12), corporate, and federal agencies around the world. Some of the industry best practices that we implement are providing credibility to online degrees by maintaining exam integrity, utilizing top notch data security and privacy protection tactics, seamlessly integrating into an institution's existing LMS, offering a wide variety of customizable



settings for exam administrators to choose from, and providing around-the-clock support to ensure ease of use for exam administrators and students alike

In July 2020, Proctorio was selected as the Online Proctoring Solution of the Year in the EdTech Breakthrough Awards. Our solution was recognized for our unique approach to security, and the scalability and reliance of our platform. Proctorio was also recognized as a Top Company to Work For in Arizona by azcentral, a top publication in Arizona.

Case History #1:

In 2015, Proctorio was selected as the exclusive provider of proctoring services to the [redacted]. The [redacted] Foundation's Online Education Initiative consists of 56 of the [redacted], all of which have had Proctorio successfully implemented over the past several years. To support these widespread implementations, a dedicated Partner Success Manager at Proctorio worked closely with IT Leads and Instructional Technologists to schedule implementations at each of the colleges. Following implementation, the Partner Success Manager scheduled a series of big room training sessions to give instructors an introduction to using Proctorio. Separately, sessions were scheduled with key institution personnel, who were designated Proctorio subject matter experts, to work alongside instructors to maximize the use and effectiveness of Proctorio.

Case History #2:

[redacted] has a student population close to 55,000 across six campuses. Since beginning to use Proctorio three years ago, student satisfaction has increased dramatically and faculty complaints have dropped by over 90%. Their online campus was recently voted the best online college by intelligent.com. They strongly believe that a large portion of their success is due to choosing Proctorio to serve their district in upholding academic integrity in the delivery of online exams. Prior to the arrival of Proctorio, their district used another online proctoring solution that was not as technologically advanced, nor as committed to customer satisfaction and support. They strongly believe that the increase in satisfaction regarding Proctorio is due to its generous features, as well as being a fully-automated solution. Faculty additionally appreciate Proctorio's ergonomic design, which allows it to run seamlessly within their LMS.

Case History #3:

The [redacted] selected Proctorio as its exclusive provider of proctoring services in 2016. [redacted] desired a solution that could seamlessly and scalably provide proctoring and ID verification services across the institution. Proctorio's Partner Success Manager installed the Proctorio extension within the Course Management System in one day. Shortly thereafter, Proctorio conducted several training sessions for instructors to ensure an effective rollout across campus. Through purchasing Proctorio as an Enterprise Proctoring, Lock Down, and Identity



Verification solution, _____ has enjoyed assessment security at a small fraction of the per-exam cost of other proctoring services _____ serves 37,486 students on its main campus

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.

- **Institution #1:**

- **Institution Address:**

- **Client Facility Phone Number:**

- **Point of Contact Name:**

- **Point of Contact Title:**

- **Point of Contact Email Address:**

- **Point of Contact Phone Number:**

- **Period of time with Proctorio:** 5 years

- **Description:** In 2015, Proctorio was selected as the exclusive provider of proctoring services to the

_____ The Foundation's Online Education Initiative consists of 56 of the _____, all of which have had Proctorio successfully implemented over the past several years To support these widespread implementations, a dedicated Partner Success Manager at Proctorio worked closely with IT Leads and Instructional Technologists to schedule implementations at each of the colleges Following implementation, the Partner Success Manager scheduled a series of big room training sessions to give instructors an introduction to using Proctorio Separately, sessions were scheduled with key institution personnel, who were designated Proctorio subject matter experts, to work alongside instructors to maximize the use and effectiveness of Proctorio

- **Institution #2:**

- **Institution Address:**

- **Client Facility Phone Number:**

- **Point of Contact Name:**

- **Point of Contact Email Address:**

- **Point of Contact Phone Number:**

- **Period of time with Proctorio:**

- **Description:** _____ d Proctorio for a three-year contract in 2018 as its primary solution for online proctoring By year two, usage had nearly doubled with adoption growing across several departments and colleges Proctorio's Partner Success



Managers worked hand-in-hand with the _____ technology department to ensure successful product adoption, student support, and exam integrity

- **Institution #3:**
- **Institution Address:**
- **Client Facility Phone Number:**
- **Point of Contact Name:**
- **Point of Contact Title:**
- **Point of Contact Email Address:**
- **Point of Contact Phone Number:**
- **Period of time with Proctorio:**
- **Description:** _____ selected Proctorio as its primary enterprise solution and partner for proctoring services in 2017. To roll out Proctorio, an Account Executive and Partner Success Manager planned a multi-day session on campus to train instructors and meet with students to discuss our approach to data privacy and security. Following implementation, _____ worked with Proctorio to implement new features and continues to assist in planning the product roadmap within our Learning Integrity Platform.

3.2 Distribution, Logistics

- A Proctorio provides a suite of learning integrity products, including:
- a **Automated Proctoring:** Automated Proctoring leverages Proctorio's technology to document different forms of evidence of possible academic dishonesty, including suspicious head and eye movement and keystroke anomalies. Automated Proctoring leverages Recording, Verification, and Lock Down settings to flag suspicious behavior for the exam administrators to review within the Proctorio Gradebook upon the exam's submission.
 - b **Live Proctoring:** Proctorio's Unscheduled Live Proctoring leverages a live, human proctor to observe test taker behavior during the course of an exam. If academic integrity violations are detected, proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the test taker from the exam. All proctors are Proctorio employees that undergo an extensive third-party criminal and background check and go through a five-week training process with our Proctorio Training Specialists.
 - c **Live Pop-In:** A premium add-on feature, Proctorio's Live Pop-In runs Automated Proctoring in the background during an exam to notify proctors of suspicious behavior. Proctors can then pop in to intervene during a test taker's exam session to uphold integrity and prevent academic dishonesty in real time.
 - d **Live ID Verification:** A premium add-on feature, Proctorio offers Live ID Verification which acts as a gatekeeper and is completed prior to beginning an exam. This helps ensure the test taker taking the exam is the person they claim to be and will prevent access to the exam material if they do not pass the ID.



- verification A Proctorio representative will compare the learner's name and visage in the LMS or assessment platform to the scanned photo ID of the test taker – in real time – for up-front verification of their identity
- e **Professional Review:** A premium add-on feature, Proctorio also offers Professional Review, a service that employs experts to analyze exam recordings for issues of academic dishonesty and provide detailed reporting within 24, 48, or 72 hours, according to the institution's needs
 - f **Bring Your Own Proctor:** Proctorio's Bring Your Own Proctor service allows institutions to leverage their own representatives for ID Verification and exam proctoring This could be used instead of Unscheduled Live or Automated Proctoring so that the institution can view the proctor's view and proctor the test takers themselves

- B Because Proctorio is a Software-as-a-Service company, distribution is done through integration and implementation After expressing interest in the Master Agreement, PASSHE institutions will be put in contact with a Proctorio sales representative and Partner Success Managers to finalize paperwork and begin integration and implementation with the LMS/assessment platform, as well as the training and onboarding of institution administrators and faculty members Proctorio operates as a browser extension, meaning that Proctorio can be geographically accessed anywhere there is internet connectivity and access to a web store
- C By referencing the Master Agreement contract number and proving PASSHE membership, Participating Agencies will be granted Master Agreement pricing Participating Agencies will receive the contact information of a Proctorio sales representative who will guide them through the direct ordering process The sales representative will work with the institution to determine their needs and fill out an order form for both parties to sign From there, the institution will be introduced to their assigned Partner Success Managers, who will be responsible for verifying and auditing pricing throughout contract renewals to ensure compliance with the Master Agreement
- D No other companies will be involved in processing, handling, or shipping the products/services to the end user
- E Proctorio does not possess distribution facilities, warehouses, or retail networks, because we are a software company

3.3 Marketing and Sales

- A Within 90 days from the award date of the Master Agreement, Proctorio will embark on a comprehensive strategy to immediately implement the Master Agreement as a primary go-to-market strategy for Public Agencies Within the first 10 days, Proctorio will provide executive leadership endorsement and sponsorship of the award as a primary public



sector go-to-market strategy From there, Proctorio's sales force will be trained on the details of the Master Agreement to ensure streamlined and effective participation Proctorio's Marketing team will be on standby to assist with the creation of marketing collateral, which will be explained in further detail below

- B Within 90 days from the award date of the Master Agreement, Proctorio will deploy a marketing strategy to promote the opportunity to current Participating Public Agencies, existing Public Agency customers, and prospective Public Agencies nationwide This strategy will include the creation of a co-branded press release; an announcement (with MA details and contact information) on Proctorio's website; the creation of co-branded marketing materials; attendance at national, regional, and supplier-specific events (virtual or in-person, depending on Covid-19); attendance at the NIGP Annual Forum; the design and publication of national and regional advertising in trade publications; the creation of ongoing marketing collateral (case studies, collateral pieces, presentations, promotions, etc); and a dedicated OMNIA Partners internet web-based homepage on Proctorio's website
- C Proctorio will transition any existing Public Agency customers' accounts to the Master Agreement when the contract renewal process begins As the end of the contract nears, each institution's Partner Success Managers will revisit the terms of the contract to reflect the pricing included in the Master Agreement Institutions will simply need to showcase evidence that they are part of the PASSHE network On a national basis, Proctorio also has a signed contract in place with E&I Proctorio's Master Agreement with PASSHE will remain positioned as a primary go-to-market strategy
- D Proctorio agrees to provide its logo to OMNIA partners We also provide permission for reproduction of the logo in marketing communications and promotions (given that there are no design changes made to the logo itself) Finally, Proctorio acknowledges that we will need to seek out permission from OMNIA Partners to use their logo
- E Proctorio confirms that we will be proactive in the direct sales of our goods and services to Public Agencies nationwide and we will engage in timely follow-up to leads established by OMNIA Partners We recognize that all sales materials are to use the OMNIA Partners logo Our sales initiatives will communicate that: the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency; Proctorio's price is the best government pricing; there is no cost to participate; and it is non-exclusive
- F Proctorio confirms that it will train its national sales force on the Master Agreement This training will include: key features of the Master Agreement; working knowledge of the solicitation process; awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners; and knowledge of benefits of the use of cooperative contracts



G Please note that Proctorio reserves the right to adjust team members as needed. The tentative contact information for Proctorio team members is as follows:

H Proctorio's sales force is led by

He oversees a team of 16 sales representatives that consists of 5 Account Executives and 11 Partner Success Managers. is tentatively the Account Executives that will be assigned to the PASSHE/OMNIA Partners account.

I Proctorio's Sales Team will work with the OMNIA Partners Team to carefully review the full list of PASSHE member institutions. The list will be broken down into three primary categories: current Participating Public Agencies, existing Public Agency customers, and prospective Public Agencies. With introduction from OMNIA Partners, Proctorio's Sales Team will begin making contact with each institution, learning more about their unique needs, distributing marketing materials, scheduling demos, and selling the Proctorio product that best serves that institution's requirements. Throughout this whole process, Proctorio's Sales Team will make it a priority to offer the most competitive price.

J Proctorio's various departments will closely collaborate to 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, and more. We will schedule regular meetings to touch base, set forth goals, track progress, and identify opportunities and deliverables to act on.

K Proctorio is happy to share the amount of Public Agency sales for the previous fiscal year under signature of a mutual non-disclosure agreement. Proctorio's top five Public Agency customers are:



- L After the creation of an order form, the institution will be invoiced Proctorio uses Invoiced for invoicing and payment recording Customers can choose how they would like to pay (wire, ACH, or credit card) and will be guided through instructions to complete their payment We have Stripe linked to Invoiced to accept credit card payments Please note that fees apply to wire (\$35) and credit card payments (3%) The system will also send late notices and receipts when an invoice is paid
- M Proctorio is happy to work with OMNIA Partners to set forth ambitious, yet realistic goals for contract sales within the initial three years of the Master Agreement This is difficult to predict without fully understanding the number of institutions interested, the products they are purchasing, the quantity of exams needing proctoring, or the number of students requiring assistance
- N Proctorio understands that there may be circumstances where Public Issues will issue their own solicitations Whenever possible, Proctorio will respond with Master Agreement pricing If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Proctorio will offer a lower price and report awarded sales as Contract Sales to OMNIA Partners under the Master Agreement Proctorio does not foresee a situation where pricing would be quoted as higher than the Master Agreement - however, if this unlikely situation occurs, Proctorio will simply quote the highest pricing that the Master Agreement offers or respond with a higher price and include the Master Agreement as an alternate or additional proposal

C. Technical Requirements

A. Monitoring Process

1. Provide a detailed description of the following processes:
 - o Pre-test Authentication (verifying student identities)

Proctorio provides five layers of authentication and accomplishes this without ever requiring student biometric data or using a third-party partner to identify students: (1) LMS username, (2) LMS password, (3) IP Address Location, (4) ID Verification, and (5) Webcam Feed

Specifically regarding ID verification, Proctorio offers both Automated and Live ID Verification To verify IDs, test takers will be prompted to present their photo ID during Proctorio's pre-check process prior to the exam The image of the photo ID will be available within the Proctorio Gradebook, immediately following submission of the exam The ID will be evaluated by Proctorio's machine learning technology to determine if it is potentially suspicious and flag it for



review within the Proctorio Gradebook. With Proctorio's Live ID level of service, a Proctorio representative will compare the test taker's name and visage provided to the scanned ID of the test taker in real time for up-front verification of the test taker's identity. (See Figure 1)

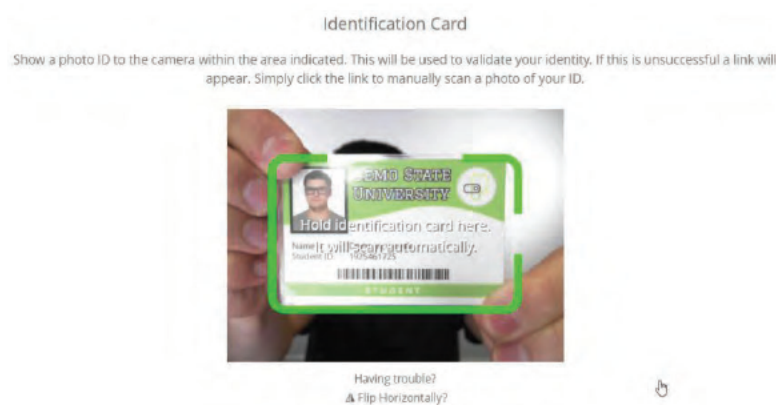


Figure 1 - ID Verification

- **Scheduling and Managing Exams**

All Proctorio exams are completely unscheduled. This is a key differentiator that sets Proctorio apart from competitors - many remote proctoring providers require students to sign up for exam time slots and then charge them late or rescheduling fees. With Proctorio, test takers can take their exams whenever and wherever they want, as long as it is within the testing window assigned by the instructor when creating the exam.

- **Student Registration (Including exam instructions)**

Test takers never have to register for exams. Prior to starting a Proctorio exam, students will need to download the Proctorio extension. To do this, students will visit <https://getproctorio.com/> and add the extension to their browser. Students will then navigate to their LMS, log in using the credentials issued to them by their institution, and select the exam from their course page with Proctorio enabled.

The assessment process for students begins with a series of pre-checks. When a student enters the Proctorio pre-checks, a scan will run, and if any system issues are identified with the student's computer or connection, one of Proctorio's support representatives will reach out via chat, assist the student, and quickly get them into their exam (see Figure 2). However, in nearly all cases, the student passes the pre-checks and is in their exam within 30 seconds. This process makes Proctorio unique among proctoring providers by providing advanced proactive technical support for students.



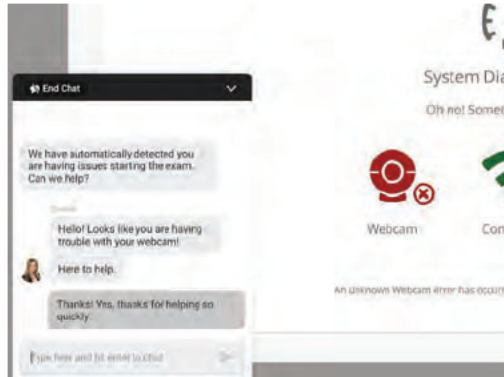


Figure 2 - Proactive Proctorio Support

If Verify Identity is enabled, the test taker is also asked to verify their identity. To verify identities, students will be prompted to present their ID during the Proctorio's precheck process (refer back to Figure 1). With Live ID or Live Proctoring, the image of the photo ID will be evaluated by Proctorio's Live Proctors and provided within the Proctorio Gradebook and available immediately following submission of the exam. Once the test taker passes the pre-check process, they will be able to enter their exam.

- **Data Security (during exams)**

All test taker and exam-related data is secured and processed through three layers of encryption:

1. The Zero-Knowledge layer is secured using AES-GCM, using encryption keys never shared with Proctorio.
2. Transmission into the data center is only over TLS 1.2 or 1.3 and, if the client supports it, we use Perfect Forward Security (PFS).
3. Data at rest within the data center is encrypted using AES-256 and is FIPS 140-2 compliant. All data centers are ISO 27001 certified, SOC 2 attested.

After a month-long engagement conducted from June 24 to July 24, 2020, White Oak Security, Inc. conclusively found that Proctorio's downloadable Browser Extension appropriately implements Zero-Knowledge encryption, meaning that Proctorio never possesses the encryption keys for the audio or video that is stored.



Proctorio partners with Microsoft Azure to store exam-related data at a nearby data center. If any data center goes dark, then the data stored there automatically fails over to another data center within the same geographical region. This occurs without any loss of data or interruptions.

Proctorio has been recognized by the iKeepSafe Coalition for meeting the highest data security and privacy standards, allowing Proctorio to be the first and only remote proctoring software to earn the iKeepSafe certification. Proctorio's certifications include: Family Education Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), and we are California Student Privacy Certified. These certifications are given by The Internet iKeepSafe Coalition, who review education based software companies to ensure they are doing everything in their power to keep test taker information safe. Proctorio is also GDPR compliant.

- **Real-Time Live Proctoring**

Proctorio's Unscheduled Live Proctoring leverages a live, human proctor to observe test taker behavior during the course of the exam. If academic integrity violations are detected, Live Proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the student from the exam. All proctors are Proctorio employees that undergo an extensive third-party criminal and background check and go through a five-week training process with our Proctorio Training Specialists. Proctorio is also in the final stages of development for Bring Your Own Proctor, a service that allows institutions to leverage their own representatives for ID Verification and proctoring.

- **Automated Proctoring**

Proctorio's Automated Proctoring is Proctorio's most cost effective and limitlessly scalable proctoring solution that leverages machine learning algorithms to document different forms of evidence of possible academic dishonesty, including suspicious head movement, excessive audio events, multiple face detection, and keystroke anomalies.

Automated Proctoring includes a variety of verification features to verify student identities and ensure exam integrity. Record and Review features can also be customized and enabled by instructors to record a student's audio, video, web traffic, and more. In addition to these recordings, Automated Proctoring offers a variety of Browser Locking features, including Force Full Screen, Only One Screen, Disable New Tabs, and more. All of these recordings flag suspicious behavior for the instructor to review within the Proctorio Gradebook immediately upon the exam's completion and submission.

- **Recording and Viewing Exams (by faculty)**

Recording Options instructors can enable on exams include (see Figure 2):



- **Record Video -**

- **Record Audio -**

- **Record Screen -**

- **Record Web Traffic -**

- **Record Room -**

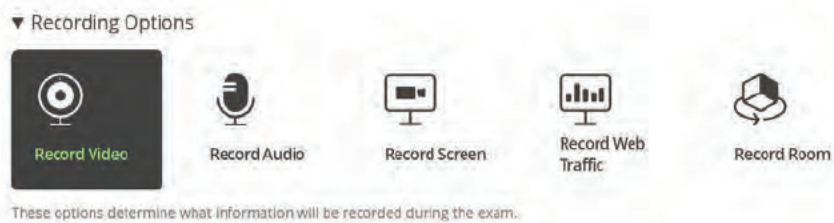


Figure 2 - Proctorio Recording Options

Behaviors that Proctorio responds to are based on the settings enabled by the exam administrator when the exam was created. When unethical behavior is identified, Proctorio will flag the incident, which is later available for review within the Proctorio Gradebook by individuals with approved credentials at the institution.

- **Violations (algorithms to detect and capture aberrant behavior)**

Proctorio will flag possibly suspicious events and show them in the Proctorio Gradebook. These events may include excessive head movement, audio events in the background, keystroke anomalies, or multiple face detections. Faculty have the ability to customize behavior settings.



which render variable weight to a select group of suspicion types Behaviors that Proctorio responds to are based on the settings that are enabled by the exam administrator when an exam is created When unethical behavior is identified, Proctorio flags the incident, which is later available for review within the Proctorio Gradebook Once an exam is created, the exam administrator can adjust the severity threshold of suspicious behavior detection, allowing that suspicious behavior to be flagged by Proctorio’s machine learning or Live Proctors within the Proctorio Gradebook (see Figure 3)

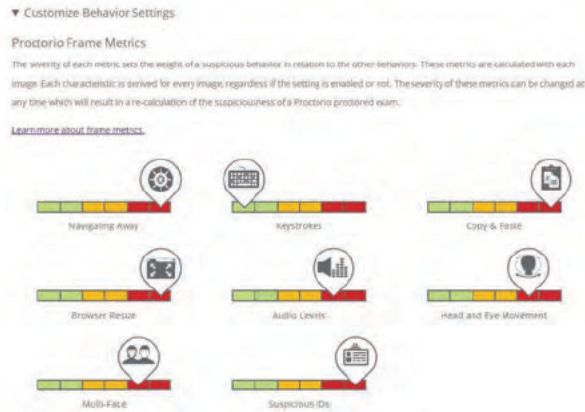


Figure 3 - Customizable Behavior Settings

The severity metrics include navigating away, keystroke anomalies, copy and paste, browser resize, audio levels, head movement, multi-face, suspicious ID, and our BETA feature, leaving the room When these metrics are adjusted to be above average severity, test takers who behave suspiciously will be flagged in the Proctorio Gradebook for review (see Figure 4)

Proctorio Gradebook Proctorio Settings Proctorio Map Display Options

Proctorio Exam Results

Name	Submission Time	Attempt	Score	Annotations	Abnormalities	Suspicion Level
Harris, Calvin	03/11/2018 12:17:35 pm	1	5	0	2	100% ■
Flanders, Ned	03/11/2018 12:17:35 pm	1	5	0	2	100% ■
Tucci, Stanley	03/26/2018 04:02:07 am	1	5	0	1	57% ■
DeM, Laura	02/22/2018 12:35:25 pm	1	5	0	1	25% ■
Cooper, Sheldon	02/21/2018 06:09:17 pm	1	5	0	1	17% ■
Lemminster, Tyrion	03/04/2018 05:56:11 pm	1	5	0	1	17% ■

Figure 4 - Flagged Behavior in Proctorio Gradebook

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



Proctorio offers a variety of Browser Locking Options (see Figure 5) that ensure academic integrity throughout the course of the exam

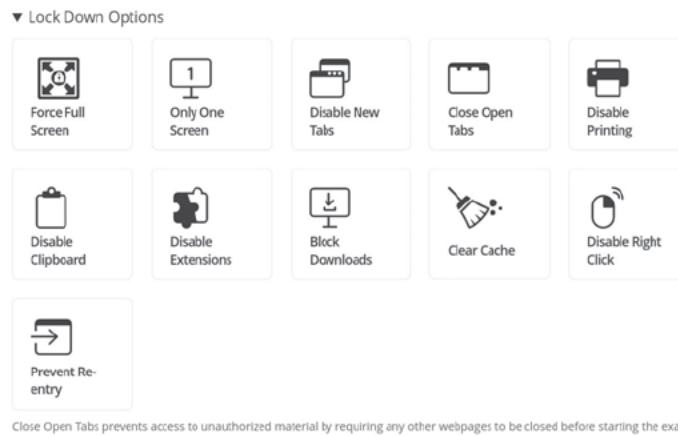


Figure 5 - Browser Locking Features

Here is the full list of Browser Locking options available:

- **Force Full Screen** - This option will open the exam in full-screen mode and is a standard browser lock function. Forcing full screen will not let the test taker leave the exam to use other websites or programs.
- **Only One Screen** - This option will force test takers to unplug any other monitors prior to starting their exam. This ensures that there are no notes or websites on another monitor during the exam.
- **Disable New Tabs** - This option will prevent test takers from going to other websites during the exam where they could potentially get answers to exam questions or collaborate with other test takers.
- **Close Open Tabs** - This option ensures there are no open tabs prior to starting the exam. This option will force test takers to close any other websites they may have open, such as YouTube videos or course lectures.
- **Disable Printing** - This option will prevent students from printing the exam or taking screenshots of the exam. This will ensure that the exam questions are not distributed.
- **Disable Clipboard** - This option will prevent students from copying and pasting, ensuring that exam content is not lifted from or inserted into the quiz page.
- **Clear Cache** - This option will automatically remove all traces of the exam from the test taker's computer after the exam has been completed. This will prevent high-tech means of exam distribution.



- **Disable Right Click** - This option will prevent the test taker from using right-click functionalities
- **Prevent Re-Entry** - This option will ensure that test takers complete the exam in a single attempt and can be used for high-stakes exams. Prevent Re-Entry offers exam administrators two additional options: Allow Re-Entry (which allows test takers to re enter the exam multiple times on their own) and Allow Re-Entry with Agent (requires test takers to work with a Proctorio Agent to regain access to their exam)

- **Post-Exam Auditing**

Proctorio's Learning Integrity Platform detects when exam integrity is in question and provides an exam integrity report to faculty, immediately following an assessment submission, detailing all potentially suspicious activity within the Proctorio Gradebook within the LMS.

The Proctorio Gradebook will color code and list students by a suspicion score to highlight suspicious attempts for review. When Proctorio's algorithms flag a violation for an instructor, a PDF report can be instantly exported with recording images, annotations, and exam data, allowing actionable documentation within seconds.

The suspicion indicators will be listed from highest level, with percentage ranking (indicated in red), to lowest level (indicated in green), which enables the instructor to quickly scan a class or assessment group and identify those that may need further review.

When academic integrity violations are suspected, Proctorio provides several different forms of evidence that include video recording of the student (suspicious head movement, or multiple faces) audio recording voices or other noise), screen recordings, web traffic recordings, room scan recordings, and lock down violations within the Proctorio Gradebook. Proctorio also provides evidence in the form of technical, behavioral, and environmental abnormalities that flag when a student has other suspicious factors to weigh as evidence. Instructors then have the ability to customize the behavior settings which render variable weight to a select group of suspicion types.

When a test taker's attempt needs to be reviewed, the instructor clicks on the test taker's name, which will then expand into a detailed view of the exam attempt. The Video Log provides a full timeline that shows potential incidents of academic dishonesty over the course of the assessment. While easily navigating through the use of a scrolling shuttle, the reviewer can shift along the timeline to the yellow and red frames which outline the automatically detected suspicious behavior. This simplifies the review process, allowing faculty to pinpoint exactly where suspicious activity occurred, and prompting them to investigate further through a webcam feed, desktop recording, or audio captured (see Figure 6). Each indicator of suspicious behavior can be



annotated for additional review which allows a faculty or department member to come back to specific incidents and quickly note the behavior that was viewed as suspicious

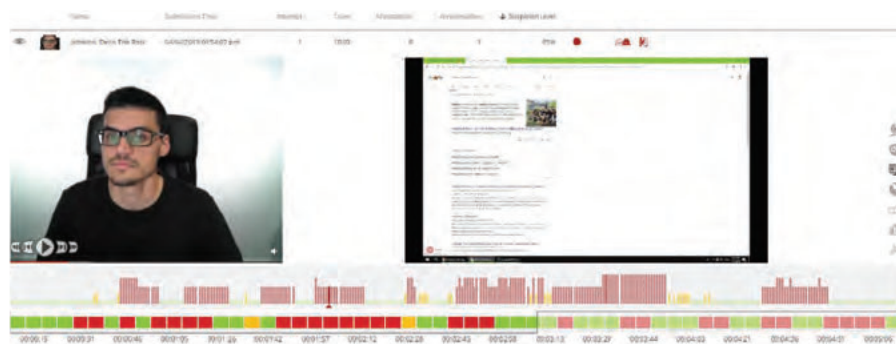


Figure 6 - Proctorio Gradebook - Individual Attempt

An automated, written, Incident Log will define each incident that occurred throughout the course of the exam (see Figure 7) The items noted here depend on the predetermined exam settings and will include items such as "The student was looking away from the quiz page," "The student navigated away from the quiz page," "The student accessed a web page," "Audio levels in the room increased above the threshold," and "Multiple faces detected in the image "

The instructor is able to annotate within this Incident Log which can then be exported as a PDF report on the individual test taker's attempt

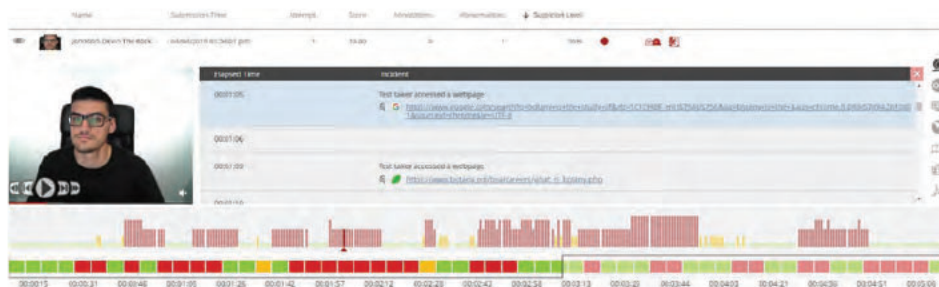


Figure 7 - Proctorio Gradebook Incident Log

The Proctorio Gradebook also provides internet speed and connectivity throughout the exam for each test taker attempt. It also shows why the attempt ended. This data and information can then later be used to respond to a test taker's claims regarding connectivity issues (see Figure 8)



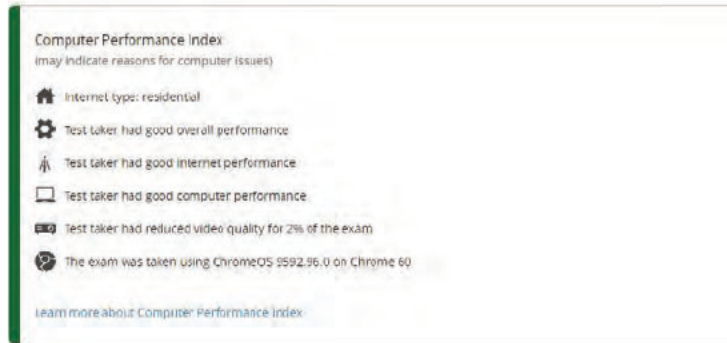


Figure 8 - Computer Performance Index

From its inception, our software was designed for unrivaled student privacy, including the reporting capabilities available. Proctorio has selectable FERPA controls in the Proctorio Gradebook, which can easily be toggled on or off for reporting purposes. We also do not collect or report on the status of any students with disabilities. The instructor can generate a PDF report within the Gradebook and may opt to include a summary of Exam Settings, Incident Log, Professor Annotations, or Abnormalities.

○ **Content Protection**

Proctorio offers a variety of Lock Down Settings that can prevent exam content from leaking (Force Full Screen, Only One Screen, Disable New Tabs, Close Open Tabs, Disable Printing, Disable Clipboard, Clear Cache, Disable Right Click, and Prevent Re-Entry)

In addition, Proctorio's WebSweep, currently available only to institutions using Canvas as their LMS, provides content protection to instructors by scanning the internet for assessment questions before the test is published online. This automated web monitoring tool will alert the assessment administrator that the content of their assessment has been posted online and gives them the option to report the source and initiate a content takedown.

○ **ADA Assistance**

Proctorio is fully committed to conforming to the WCAG 2.1 AA Standards of the World Wide Web Consortium, Section 508 of the Rehabilitation Act and EN 301 549 accessibility requirements. Proctorio is compatible with all ARIA-label compatible screen readers. We have also partnered with Deque Systems to produce a set of Voluntary Product Accessibility Templates (VPATs). Additionally, accessibility accommodations may be made by the exam administrator and exams can be customized accordingly.

Proctorio offers a Moderate Quiz feature, which allows exam administrators to excuse some test takers from using Proctorio. Additionally, Proctorio also provides a High Visibility Mode for



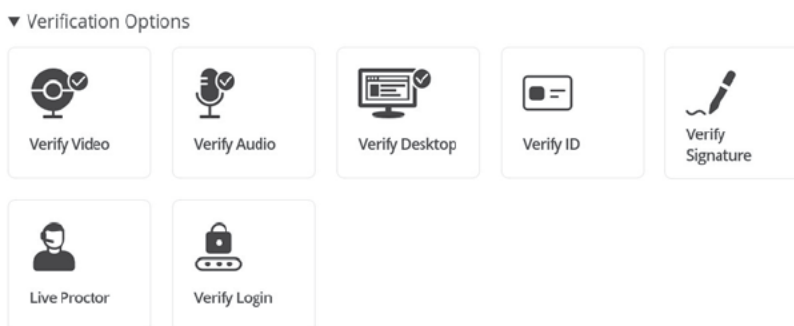
accessibility during the exam process. Anyone can utilize this functionality at any time. In high visibility mode, the following modifications are made to enhance the experience for users with a visual impairment, and/or color deficiency. For every new feature, a set of accessibility tasks are created to analyze, test and build new features against Proctorio's high standards and described and tested in our VPATs. During development, engineers frequently use tools such as Deque's Axe extension, which highlights accessibility issues in the code. As Proctorio's Learning Integrity Platform grows, no new features are released unless they meet our already existing 508 and WCAG 2.1 AA standards as verified by a third-party. As third-party accessibility standards continue to evolve, Proctorio remains committed to raising the bar to ensure our product is maximized to ensure that all students have the opportunity for success.

- **Other Advanced Monitoring Features**

Proctorio also offers a suite of Verification Options for monitoring (see Figure 9). These options include:

- **Verify Video**
- **Verify Audio**
- **Verify Desktop**
- **Verify Identity**
- **Verify Signature**





Verify Audio will ensure the microphone is working and any sounds in the test environment are recorded.

Figure 9 - Verification Options

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.

Proctorio enables instructors to customize exam settings on a per-exam basis from directly within the Learning Management System. Instructors can select between Browser Locking, Recording, and Verification Options to ensure the integrity of exams.

Browser Locking Options (see Figure 5) include: Force Full Screen, Only One Screen, Disable New Tabs, Close Open Tabs, Disable Printing, Disable Clipboard, Clear Cache, Disable Right Click, and Prevent Re-Entry.

Recording Options (see Figure 2) instructors can select from include: Record Video, Record Audio, Record Screen, Record Web Traffic, and Record Room.

Verification Options (see Figure 9) include: Verify Video, Verify Audio, Verify Desktop, Verify Identity, and Verify Signature.

Additionally, Proctorio collects the student's IP address but does not collect the last octet, which enables us to see their general location while still protecting their privacy. This information is available within the Proctorio Gradebook, following submission of the exam.

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

With Proctorio's Automated Proctoring, machine learning is leveraged to detect when students are acting unethically during the exam, according to the settings enabled on the exam by the



course administrator. Possible integrity violations are flagged and available for review within the Proctorio Gradebook following submission of the exam.

With Proctorio's Unscheduled Live Proctoring, if academic integrity violations are detected, Proctors can intervene by taking screenshots, chatting with the test taker, pausing the exam, or removing the test taker from the exam.

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

With Live Proctoring, Automated Proctoring also runs in the background to provide a second layer of integrity validation. Proctorio then allows exam administrators or instructors to review assessment attempts once they are submitted.

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

If enabled, video evidence of academic dishonesty can be accessed within the Proctorio Gradebook by approved institution representatives. To protect student privacy, Proctorio does not allow faculty members to download clips or stream online. However, exam administrators can download PDFs of any exam attempts, which show the flagged behavior and allow for annotations by faculty.

Generally, Proctorio will store and maintain institutional data (including exam-related video recordings) for up to 30 days after the termination of an applicable agreement, unless otherwise specified. If PASSHE or individual institutions have entered into a SaaS agreement with Proctorio, then we will retain your data for six months by active data retention and for one year by cold storage. We may be able to retain your data for five years, but this may be subject to an additional fee and agreement between Proctorio and PASSHE.

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

Because Proctorio utilizes Zero-Knowledge encryption, only approved administrators or faculty members can access Proctorio within the LMS. Using Single Sign-On, they sign into their LMS, create an exam, enable Proctorio on the exam, and can create profiles that save their desired settings for use time and time again, if they so choose. Faculty content can only be accessed through their unique Single Sign-On login credentials, keeping their exams secure.

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

Within Proctorio's Lock Down Options, the Disable Printing functionality will prevent students from printing or taking screenshots of the exam. The Disable Clipboard functionality will prevent



students from copying and pasting from the exam, ensuring that exam content is not lifted from or inserted into the quiz page

8. Provide a description of exam durations being offered.

Proctorio exams are completely customizable, including the duration of the exam. When creating the exam in the LMS, instructors can set their exams to be up to eight hours long.

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

Student accommodations are verified by the institution. Proctorio does not make any decisions regarding accommodations, however, exams can be customized to provide students with specific accommodations. Proctorio simply adheres to student accommodations that are set up within the LMS. Please refer to our separately attached Voluntary Product Accessibility Templates (VPATs) 301, 508, and WCAG 2.1 to learn more about our partnership with Deque Systems and the steps we take to make our exams as accessible and equitable as possible for all users.

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

Yes, Proctorio can be used anywhere students can access the internet and download the Proctorio browser extension, including off-campus premises like testing centers.

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 Proctoring Solution must be IMS Global Certified.

Proctorio's system requirements are dependent on the exam settings. Test takers are encouraged to take a practice exam to test their system prior to starting the actual exam. Virtual machines and proxies will not work. Here's a more in-depth breakdown of Proctorio's device compatibility:

	Windows	Mac	Linux	Chrome OS
Operating System	Windows 7+	Mac OSX 10.9+	Ubuntu 18.04+	Chrome 58+
Processor	Intel Pentium or better	Intel	Intel Pentium or better	Intel or ARM



Free Disk Space	250 MB	250 MB	250 MB	250 MB
RAM	8 GB ¹	8 GB ¹	8 GB ¹	4 GB ¹
Upload Speed	0.092 Mbps - 0.244 Mbps ²			
Microphone	Any Microphone, either internal or external ³			
Webcam	320x240 VGA resolution (minimum) internal or external ³			

1. This is the minimum amount of RAM assuming at least 25% of the memory is not in use by other applications.
2. Depends on the exam settings, secure browser has no upload speed requirement.
3. Only required for proctoring, secure browser functionality does not require audio/visual recording.

Table 1 - Minimum System Requirements

Proctorio is compatible with all current operating systems, is entirely browser-based, and supports all current versions of Google Chrome, Microsoft Edge, Opera, Brave, and other Chromium-based browsers. Firefox and Safari are on the near-term roadmap in the final stages of development. Proctorio has been implemented in higher education environments for more than two years and up to seven years, and we are committed to providing a smooth workflow process for administration, faculty, and students. Because of our LTI integrations, we align with the institution's LMS, allowing Proctorio to be customized with university logos. Finally, Proctorio is IMS Global Certified.

4. Software/Hardware -- Provide a detailed description of the following features:

- **Proctoring Solution Platform**

Proctorio's Learning Integrity Platform is entirely browser based. The only software/hardware requirements for using Proctorio is the extension, which downloads right into your browser in less than 10 seconds.

- **Hosting options**

Proctorio is hosted by Microsoft Azure and Amazon Web Services.

- **LMS Integrations**

Proctorio offers a seamless LTI integration with LMS like Blackboard, Canvas, D2L BrightSpace, ILIAS, and Moodle that can be completed within 5-10 minutes.

- **Publisher Platform Integrations**



We also integrate with other LMS and platforms through third-party API integrations with Top Hat, Cirrus, Derivita, ATI and Questionmark. We also offer third party deep integrations - in fact, Proctorio was exclusively selected by McGraw Hill Education to proctor all exams within Connect, a web-based assignment and assessment platform that helps connect students to their coursework.

Finally, Proctorio integrates with other LMS and platforms via our Verify Login feature which automatically populates a set password after security and Lock Down checks have started. The session, experience, and recording is identical to that of the LMS. Through this feature, we currently proctor exams within: Aleks, Knewton, Wiley, MyOpenMath, COSma Learning, and MyLabs.

A custom integration can be created as necessary for any publisher platform. A custom API integration can be done in as little as a weekend or take as long as a month, depending on the resources offered by the third party.

- **Data Centers (locations)**

Proctorio utilizes Microsoft Azure cloud services hosted locally for data, which are all geographically located in the same region as the institution.

- **Third-party or subcontractor partnerships or involvement**

Beyond LTI, API, or Verify Login integrations, Proctorio does not use any sub-contractors. A complete list of our sub-processors can be found at <https://proctorio.com/sub-processors>.

- **System scalability**

During fall finals in 2019, Proctorio handled 12 million active students within a single week. In 2020, Proctorio has proctored a 900% year-over-year increase in exams, with no interruptions or degradation in service. We are currently serving over 2 million active weekly users. Our data centers use predictive modeling for limitless scalability. Servers can be created in real time, ensuring system stability and preventing downtime. Proctorio's system does not have a limit for concurrent exam proctoring and is capable of scaling as the number of exams increases, eliminating bottlenecks at popular or high-density times (such as finals).

- **System redundancy and availability**

Proctorio's software provides redundancy through seamless load balancing across a network of 4 data centers. Redundancy begins with DNS. Proctorio uses multiple DNS providers with automatic failover. In the event of network failure, it takes a maximum of 30 seconds for the system to autocorrect. In addition, Proctorio maintains 8 copies of all exam data in 4 data centers across the contiguous U.S. The system is built to continuously distribute aggregate data across all data centers so that in the event of a regional network failure, integrity is maintained. Microsoft's Azure cloud architecture uses paired regions to allow for the replication of resources,



such as VM storage, across a geography that should reduce the likelihood of natural disasters, civil unrest, power outages, corruption at one data center, or physical network outages affecting both regions at once. In the event of a wider Azure outage, one region is prioritized out of every pair to help reduce the time to restore for applications. Planned Azure updates are rolled out to paired regions one at a time to minimize downtime and the risk of application outages. Data continues to reside within the same geography as its pair for tax and law enforcement jurisdiction purposes. Through a focus on redundancy first, Proctorio minimizes the likelihood of risk to any data or service interruption.

- **Backup and recovery strategy**

Our solution is 100% SaaS with backups to different geographical zones. Redundancy exists through seamless load balancing across a network of four data centers and starts with DNS. Proctorio uses multiple DNS providers with automatic failover. In the event of a network failure, it takes a maximum of 30 seconds for the system to autocorrect. Within each data center, exam data is copied and distributed 8 times and accounts for physical metrics including network connection, power and cooling.

- **Disaster recovery, testing and business continuity plans**

Proctorio's disaster recovery and backup process begins with operational redundancy. We leverage seamless load balancing across a network of four data centers and start with DNS. Proctorio uses multiple DNS providers, including Cloudflare, with automatic failover. In the event of a network failure, 30 seconds at most for the system to autocorrect. Within each data center, exam data is copied and distributed 8 times and accounts for physical metrics including network connection, power and cooling. You can find additional information in our separately attached Business Continuity Plan.

5. Data -- Provide a detailed description of the following features:

- **Data encryption in transit and at rest**

Exam related data, including data gathered during the pre-checks, is stored in geographically nearby Microsoft Azure data centers using three layers of security:

1. Zero-knowledge layer is secured using AES-GCM, using encryption keys never shared with Proctorio.
2. Transmission into the datacenter is only over TLS 12 or 13 and, if the client supports it, we use Perfect Forward Secrecy (PFS).
3. Data at rest within the data center is encrypted using AES-256 and is FIPS 140-2 compliant. All data centers are ISO 27001 certified, SOC 2 attested.

- **Security -- data access and protection**



Proctorio deeply values privacy and security by utilizing Zero-Knowledge encryption

- **Data breaches**

In seven years of business, Proctorio has never experienced a breach of data. Regardless, Proctorio still has a well-defined process in case of data breaches. This process shall apply at any time the data of any client, employee or end user of the Proctorio system has been breached (see Figure 10):

- 1 In the event that Proctorio discovers, receives notice of, or suspects a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed ("Data Breach") by Proctorio and its Sub-Processors, Proctorio shall notify the client without undue delay and no later than 24 hours after becoming aware of the data breach, under the conditions of the Incident Management and Breach Notice described in the table below
- 2 Proctorio shall make reasonable efforts to identify the cause of such breach and take those steps as Proctorio deems necessary and reasonable in order to remediate the cause of such breach to the extent the remediation is within Proctorio's control
- 3 If applicable laws require (i) notice to authorities and/or individuals and/or other entities, (iii) other remedial action; or if Client determines that notices or other remedial measures are warranted, then, at Client's request, Proctorio shall undertake such remedial action as Client may reasonably direct (including, without limitation: improvements or adjustments to Proctorio's information security measures; providing notice to affected individuals, consumer reporting agencies, public authorities, or other entities; providing credit monitoring services; and/or establishing a call center to respond to inquiries)

- **Ownership of data**

Institutions act as the owner of exam-related data

- **Termination of services; what happens to the data?**

Proctorio will store and maintain institutional data for up to 30 days after the termination of an applicable agreement, unless otherwise specified. If, however, you have entered into a SaaS Agreement with Proctorio then we will retain your data for six months by active data retention



and for one year by cold storage. We may be able to retain your data for longer periods of time subject to an additional fee and agreement by you and Proctorio.

- **Restrictions on amount of data stored on the proposed solution**

There are no restrictions on the amount of data stored on Microsoft Azure servers.

- 6. Security -- Provide a detailed description of the following features:**
- **Restrictions on number of users accessing the proposed solution**

Proctorio does not restrict the number of users who can access the solution, however all users must have the appropriate credentials to access the platform.

- **Student Privacy**

Maintaining test taker privacy is at the core of our product, not an afterthought. Proctorio does not collect biometric data and requires no additional personally identifiable information beyond what the LMS is already collecting.

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

Proctorio employees go through extensive criminal and background checks and ongoing training with our Proctorio Training Specialists. Additionally, Proctorio employees are required to work from secure networks while remote, and are required to adhere to strict security settings to access work devices.

- **Web usability and ADA compliant accessibility of the proposed solution**

Please refer to our above responses and VPATs 301, 508, and WCAG 2.1 which summarize our committed stance to conforming to web usability and ADA compliant accessibility standards.

- **Proctoring tools must be IMS Global Certified**

Yes, Proctorio is IMS Global Certified for LTI Proctoring Services v1.0. We were certified on 10/21/2020 and our registration number is IMSQ1po2020W1. Please note that Mike Olsen, Proctorio's CEO, wrote the IMS 1.3 proctoring spec, which now works with Proctorio. You can learn more [here](#).

C. Technical and Customer Support

- **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 an institution's website, by email, or by hard copy?

PASSHE will be assigned two Partner Success Managers (PSMs) that will help to conduct a custom training program to fit your institution's needs. PSMs will work closely with PASSHE representatives to provide ongoing management and support for all users.

Proctorio's training sessions will include potential on-site visits, webinars, and use-case specific training. This ensures that every instructor or admin has the opportunity to use Proctorio immediately after implementation (which only takes 5-10 minutes!). A pilot phase may also be introduced, which allows PSMs to help faculty set up practice quizzes and learn best practices that ensure their students are equipped and ready to use Proctorio on actual exams.

Proctorio also recently launched Proctorio Academy, a step-by-step course on how to use Proctorio for instructors. It provides video tutorials, guides, demonstrations, and a discussion board for the Proctorio community to ask questions and correspond with other Proctorio users.

Lastly, the faculty will also have access to Proctorio's Help Center which contains over 150 high-quality instructional videos, step-by-step guides with screenshots and documentation – covering all components and features of Proctorio. All help center videos are available with human-generated subtitles/closed captioning.

- **Technical support for faculty, staff, and students**

Proctorio provides every institution access to 24/7/365 support through chat and email. Additionally, Proctorio offers a unique, proactive approach to technical support. When a student enters the pre-check process, if any issues occur preventing the student from entering the assessment, a Proctorio support representative will reach out to the student through our extension-delivered custom chat and support service. In nearly all cases, Proctorio is able to quickly diagnose and correct the issue. This allows Proctorio to efficiently and effectively support all of our students and instructors everyday.

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

Webcams and microphones are only required if the exam administrator has enabled settings that use them. Otherwise, Proctorio requires nothing more than its minimum requirements. Please refer back to Table 1 for more information on minimum system requirements.

- **Support of devices, operating systems, and web browsers**

Proctorio supports a variety of modern devices and it can be used on desktops, laptops (including Chromebooks), or tablets (Android and Surface). Proctorio is compatible with Windows,



MacOS, Linux, and Chrome operating systems to ensure that every student has the ability to complete an exam

Proctorio is entirely browser based and is compatible with popular web browsers including: Google Chrome, Microsoft Edge, Opera, and Brave Firefox and Safari are on the near-term roadmap in the final stages of development

- **Third-party Integrations**

Proctorio offers API integrations with Top Hat, Cirrus, Derivita, ATI, and Questionmark We also offer third-party deep integrations - in fact, Proctorio was exclusively selected by McGraw Hill Education to proctor all exams within Connect, a web-based assignment and assessment platform that helps connect students to their coursework

Finally, Proctorio integrates with other LMS and platforms via our Verify Login feature which automatically populates a set password after security and Browser Locking Checks have started The session, experience, and recording is identical to that of the LMS Through this feature we currently proctor exams within Aleks, Knewton, Wiley, MyOpenMath, COSma Learning, and MyLabs

- **Active Directory**

Proctorio supports the roles assigned within the existing LMS Proctorio does not have the ability to support the credentials of existing roles outside of the LMS and within only the LDAP Active Directory Service

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

Proctorio offers 24/7/365 support that is available to assist users with any technical difficulties and trouble accessing the solution PASSHE will be assigned two Partner Success Managers, as well, who will also be able to provide support

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

Proctorio can be flexible on ordering methods Upon finalizing and signing a Master Agreement with PASSHE, Proctorio will work with each individual institution to execute any supplemental paperwork and get an order form filled out Based on the purchase order or order form, Proctorio will then invoice the institution for the products and quantities needed

When it comes time to discuss renewal, each institution will communicate with their assigned Partner Success Managers to articulate their needs and determine next steps

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?**

Please refer to our separately attached Quarterly Business Review deck template to understand what our data reports look like. Suspicion reports are available to instructors and administrators within the Proctorio Gradebook, which can be accessed right within the Learning Management System. These reports provide all exam data and information, including audio, video and screen recordings, ID Verification photos, and any suspicious activity from the student during their exam attempt. Reports will be customized according to the settings that were enabled on the exam.

Additionally, Proctorio provides designated institution personnel access to an Administrative Dashboard, providing high-level reporting on exams, users, and exam attempts, among other metrics, all of which is exportable to a CSV file. The Administrative Dashboard also allows the control of which settings are available and/or required for a particular institution or sub-domain, as well as the ability to globally lock how Proctorio's machine learning algorithms are evaluating test taker behavior. Administrators also have the ability to pull anonymous activity information at the course and candidate level, which can be filtered by date range, and then exported (see Figure 11).

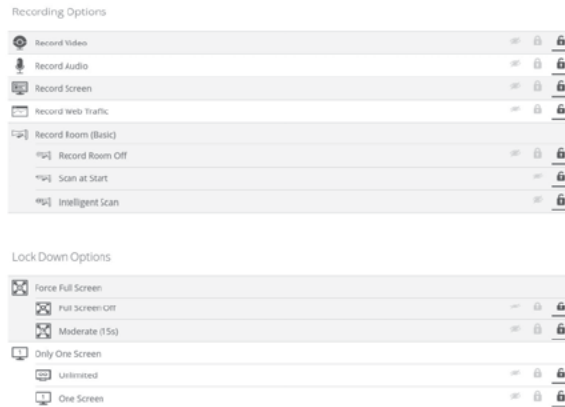


Figure 11 - Admin Dashboard

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.



Why Proctorio?

- *Preserving Quality of Online Degrees* - Proctorio was created to preserve the quality of education whether it is earned online or campus
 - *Remote accessibility* - Proctorio can be accessed wherever there's internet connection and a browser extension can be downloaded
 - *Limitless scalability* - Our Automated Proctoring is limitlessly scalable and can serve massive amounts of concurrent users simultaneously We use predictive scaling to create new servers in real time as needed
 - *Seamless integration* - We employ seamless LTI integration into most LMS which means test takers don't need to enter any additional personally identifiable information than what is already required by their LMS
 - *Zero-Knowledge encryption*
-
- *Exam scheduling is never required* - exam administrators simply set up a designated testing window that allows test takers to take their exams from anywhere at any time
 - *Customizable settings* - we provide exam administrators with a wide range of settings/tools that they get to choose from They build a testing experience that makes their test takers feel comfortable and secure
 - *Instant exam results* - we provide exam results and recordings instantly upon exam submission within the Proctorio Gradebook (located within the LMS)
 - *24/7/365 support* - exam administrators and test takers have access to live chat, email, and social media support 24/7/365



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Appendix C

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

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Appendix C

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MO Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

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Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MO Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Proctor.io Incorporated

Address, City, State, and Zip Code: 6840 E Indian School Rd Scottsdale, AZ 85251

Phone Number: _____ Fax Number: N/A

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: 10/26/2020

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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: Proctor.io Incorporated

Street: 6840 E Indian School Rd

City, State, Zip Code: Scottsdale, AZ 85251

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 _____, an authorized representative of Proctor.io Incorporated, 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

I further certify that the statements and information contained herein, are my knowledge and belief.

10/26/2020

Date

Authorized Signature and Title

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DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Proctor.io Incorporated

Street: 6840 E Indian School Rd

City, State, Zip Code: Scottsdale, AZ 85251

State of Arizona

County of Maricopa

I, _____ of the Mesa
Name City

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

I am the _____ of the firm of Proctor.io Incorporated
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

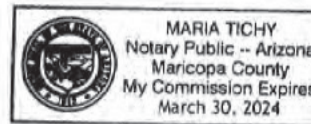
Proctor.io Incorporated
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 23 day of Oct, 2020

Maria Tichy
Notary Public of AZ
My commission expires 03/30/2024 not



SEAL

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DOC #3

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

Company Name: Proctor.io Incorporated
Street: 6840 E Indian School Rd
City, State, Zip Code: Scottsdale, AZ 85251

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

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DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

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DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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Appendix C

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation


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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 23 day of Oct, 2020 _____ (Affiant)

(Notary Public) Maria Tichy Witness/Notary MARIA TICHY Chief Executive/Assistant to the CEO
(Print name & title of affiant)

My Commission expires: 03/30/2024  (Corporate Seal)
 MARIA TICHY
 Notary Public -- Arizona
 Maricopa County
 My Commission Expires
 March 30, 2024

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/dfd/info/standard/fdc/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: RFP #2020-COOP-LAV-45 Bidder/Offeror: Proctor.io Incorporated

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: 10/26/2020

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/njreg.pdf>

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

CERTIFICATE OF AUTHORITY
PROCTOR.IO INCORPORATED
0450486838

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 05/04/2020 and was assigned identification number 0450486838. Following are the articles that constitute its original certificate.

- 1. **Name:**
PROCTOR.IO INCORPORATED
- 2. **Registered Agent:**
THE CORPORATION TRUST COMPANY
- 3. **Registered Office:**
820 BEAR TAVERN ROAD
WEST TRENTON, NEW JERSEY 08628
- 4. **Business Purpose:**
AUTOMATED ONLINE PROCTORING SERVICE +
- 5. **Incorporated Under the Laws of:**
DELAWARE ON 04/29/2013
- 6. **Effective Date of this filing is:**
05/04/2020
- 7. **Main Business Address:**
6840 E INDIAN SCHOOL RD
SCOTTSDALE, ARIZONA 85251

Signatures:
MICHAEL OLSEN
CEO



Certificate Number 4101688834
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
4th day of May, 2020*

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

Elizabeth Maher Muoio
State Treasurer

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

CERTIFICATE OF AUTHORITY
PROCTOR.IO INCORPORATED
0450486838

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PROCTOR.IO INCORPORATED" 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 FOURTH DAY OF MAY, 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 FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

5326640 8300
SR# 20203394536
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202869925
Date: 05-04-20

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION



Notice of RFP Addendum

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

To All Offerors:

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

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

QUESTIONS/ANSWERS

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

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

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

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

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

To All Offerors:

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

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

Software/Hardware

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

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

Pennsylvania's State System of Higher Education
Online Proctoring Solutions
RFP #2020-COOP-LAV-45
COST PROPOSAL

AUTOMATED PROCTORING	PROCTORIO
Exam Length	Unlimited
Per Exam - One Time Usage / First Hour	for unlimited exam length
Per Exam - One Time Usage / Additional Hours	for unlimited exam length
Per Exam + Live ID Verification (additional \$3.00 per exam)	for unlimited exam length
Comments	See Tier Level Pricing below. Includes onboarding, implementation, proactive 24/7/365 support and immediate proctoring results. No time limits, no-show fees, no rescheduling fees, or wait times. Includes standard lockdown browser and ID verification.
Exam Length	Unlimited
Per Student - Unlimited Annual Usage / First Hour	for unlimited exam length
Per Student - Unlimited Annual Usage / Additional Hours	for unlimited exam length
Per Student + Live ID Verification (additional \$3.00 per student)	for unlimited exam length
Comments	See Tier Level Pricing below. Includes unlimited assessments for students across all courses within the LMS. Includes onboarding, implementation, proactive 24/7/365 support and immediate proctoring results.
Implementation	Included
Training	Included
Lockdown Browser	Included
Webcam Recordings	Included
Screen Recordings	Included

Discounted Pricing off List Price	See Tier Level Pricing and Discounts below
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Volume Pricing	See Tier Level Pricing below
Annual Renewal Rate - YR 2	Not to Exceed 2%
Annual Renewal Rate - YR 3	Not to Exceed 2%
Annual Renewal Rate - YR 4	Not to Exceed 2%
Annual Renewal Rate - YR 5	Not to Exceed 2%
Comments	Use CPI-U Educational Services/Software as annual renewal rate.

Value-Added Offerings:	No scheduling required. Test takers can take exams whenever they want within the designated test window set by the instructor. No extra fees, no late fees, take-it-now fees, peak-hour fees, or holiday fees. Unlimited attempts for the same exam. Retests are included, second attempt, third attempt, etc. No limits.
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Proctorio Tier Level Pricing	Price	Discount off List
Automated Per Exam Per Student - Unlimited Exam Length	Matches competitive 3-5 per exam market rates	
Tier 1: 1 - 25,000 exams	\$	0%
Tier 2: 25,001 - 50,000 exams	\$	0%
Tier 3: 50,001 - 75,000 exams	\$	0%
Tier 4: 75,001+ exams	\$	0%

*Includes Automated ID Verification

Proctorio Tier Level Pricing	Price	Discount off List
Automated Per Exam Per Student Live ID Verification - Unlimited	Discounted from 6-10 per exam	
Tier 1: 1 - 25,000 exams	\$	20%
Tier 2: 25,001 - 50,000 exams	\$	13%
Tier 3: 50,001 - 75,000 exams	\$	0%
Tier 4: 75,001+ exams	\$	0%

*Includes Live ID Verification at an add-on

Proctorio Tier Level Pricing	Price	Discount off List
Automated Per Student - Unlimited # of Exams Annually	Discounted from 40 per student	
Tier 1: 1 - 25,000 students	\$	81%
Tier 2: 25,001 - 50,000 students	\$	84%
Tier 3: 50,001 - 75,000 students	\$	86%
Tier 4: 75,001+ students	\$	88%

*Includes Automated ID Verification

Proctorio Tier Level Pricing	Price	Discount off List
Automated Per Student Live ID Verification - Unlimited # of Exams Annually	Discounted from 45 per student	
Tier 1: 1 - 25,000 students	\$	77%
Tier 2: 25,001 - 50,000 students	\$	79%
Tier 3: 50,001 - 75,000 students	\$	81%
Tier 4: 75,001+ students	\$	82%

*Includes Live ID Verification at an add-on

Pennsylvania's State System of Higher Education
Online Proctoring Solutions
RFP #2020-COOP-LAV-45
COST PROPOSAL

LIVE ONLINE PROCTORING	PROCTORIO
Exam Length	Unlimited
Live Standard Per Student / First Hour	per exam
Live Standard Per Student / Additional Hours	per exam
Comments	Live ID Verification can be included at an additional per exam. This is a continuously monitored Live Exam and this cost includes onboarding and implementation, proactive 24/7/365 support, and immediate proctoring results.
Live Standard Per Student - Unlimited Use Annual	No per student pricing model is available for Live Proctoring.
Comments	Includes unlimited assessments for students across all courses within the LMS. Includes onboarding, implementation, proactive 24/7/365 support and immediate proctoring results.
Implementation	Included
Training	Included
Live-ID Verification	Live ID Verification can be included at an additional per exam.
Lockdown Browser	Included
Webcam Recordings	Included
Screen Recordings	Included

Discounted Pricing off List Price	20%
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Volume Pricing	See below
Annual Renewal Rate - YR 2	Not to Exceed 2%
Annual Renewal Rate - YR 3	Not to Exceed 2%
Annual Renewal Rate - YR 4	Not to Exceed 2%
Annual Renewal Rate - YR 5	Not to Exceed 2%
Comments	Use CPI-U Educational Services/Software as annual renewal rate.

Value-Added Offerings:	No scheduling required. Test takers can take exams whenever they want within the designated test window set by the instructor. No extra fees, no late fees, take-it-now fees, peak-hour fees, or holiday fees. Unlimited attempts for the same exam. Retests are included, second attempt, third attempt, etc. No limits.
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PROCTORIO

Terms of Service

These Terms of Service (Terms) apply to you if you are an institution, university, college, school, or organization (each, an Institution) and to you if you are an individual, customer, authorized end user, and/or a customer's authorized end user (each, an User) (You refers to an Institution and User). These Terms govern Your access to and use of the services, including our (Proctorio or We) various websites, SMS, APIs, email notifications, documentation, software, licenses or applications, including the SaaS Agreement technology/application software (Application Service) (collectively, the Services), and any information, content, text, graphics, photos, audio, video, or other materials, uploaded, downloaded, or appearing on the Services, (with the exclusion of Feedback, as defined in Section 7) (collectively, Content). Your access to and use of the Services is conditioned on Your acceptance of and compliance with these Terms. By accessing or using the Services, You agree to be bound by these Terms.

Note: These Terms also apply to Proctorio's third parties and subcontractors who perform services under a SaaS Agreement.

1. Basic Terms.

You are responsible for Your use of the Services, including any Content You post to the Services, and for any consequences thereof. The Content You submit, post, or display may be viewed by Your Institution's authorized representatives. You should only provide Content that You are comfortable sharing with others under these Terms.

You may use the Services only if You or Your Institution can form a binding contract with Proctorio and are not barred from receiving services under the laws of the United States or any other applicable jurisdiction. If You accept these Terms and use the Services on behalf of an Institution, You represent and warrant that You are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

The Services that Proctorio provides evolve, and the form and nature of the Services may change without prior notice to You. In addition, Proctorio may stop (permanently or temporarily) providing Services (or any features within the Services) to You and/or may create limits on use at our sole discretion without providing prior notice, unless otherwise agreed. To ensure you are aware of all updates to these Terms, please periodically check for updates and subscribe to receive update notifications from us on [itHub](#).

2. Restricted Access.

Access to certain areas of Proctorio's website is restricted. Proctorio reserves the right to restrict access to areas of its website, or its entire website, at our discretion.

If Proctorio provides You with a username and password, API key and secret, or consumer key and secret to grant You access to restricted areas of its website, Content, or Services, You must ensure that these credentials are kept confidential. Proctorio is not liable for any loss or damage arising from Your failure to comply with the above requirements.

Proctorio may disable Your username and password, API key and secret, or consumer key and secret in Proctorio's sole discretion without notice or explanation.

3. Content on the Services.

All Content, however transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control all Content posted via the Services and we cannot take responsibility for such Content. Your use or reliance on any Content or materials posted on the Services is at your own risk.

We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted on the Services or any opinions expressed therein. You understand that by using the Services, You may be exposed to Content that is offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Proctorio be liable for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available through the Services.

4. Your Rights and Obligations.

By submitting, posting, or displaying Content on or through the Services You grant us a worldwide, non-exclusive, royalty-free license to use, sublicense, transmit, display, and distribute such Content to Your Institution.

Proctorio is not responsible or liable for any use of Your Content by Your Institution in accordance with these Terms. You represent and warrant that You have all the rights, power, and authority necessary to grant the rights granted herein to any Content that You submit.

If You have entered into a SaaS Agreement with us, You may permit Your employees, agents, or contractors (Customer s Users) or Your Student Users (together with Customer s Users, Authori ed End Users) to use the Application Service, if Authori ed End Users are sub ect to an enforceable agreement, providing the same or greater protections for our Confidential Information and Application IP as found in these Terms, the SaaS Agreement, and/or the Privacy Policy. Confidential Information includes, but is not limited to, any and all written or oral information concerning the SaaS Agreement You may enter into with us, pricing and financial information, performance requirements, proposals, and Application Documentation.

Proctorio is committed to the ethical use of our Application Service by the purchasing Institution and Authori ed End Users.

You will notify Authori ed End Users that they are sub ect to other educational institution s terms and conditions, policies, and other obligations if the Authori ed End Users use another educational institution s testing center.

At your expense, You will assist Proctorio with access to, and use of, its facilities, equipment, and personnel, as Proctorio may need to perform its obligations under an applicable SaaS Agreement.

5. Your License to Use the Services.

Some of our Services may require you to install a browser extension.

You will not, nor will you permit any Authori ed End User to: (i) copy or duplicate any of the Application Service, text, and/or graphical documentation describing the Application Service s functionality (Application Documentation) provided through a release, update, or upgrade, and all related intellectual property provided to You (collectively, Application IP) (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply

any other process or procedure to derive the source code of any software included in the Application IP, and You acknowledge that nothing in these Terms or in the SaaS Agreement will be construed to grant You any right to obtain or use such source code (iii) modify, alter, tamper with, or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with Proctorio's prior written consent (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Your rights under the SaaS Agreement and these Terms. You will not use any of the Application IP or Services except in compliance with these Terms and the SaaS Agreement, including without limitation complying with Service Level Performance Standards. So long as you comply with these Terms, we give you a limited, nonexclusive, non transferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Your use of the Application IP or Services must comply with all applicable laws, statutes, regulations, or rules.

6. Proctorio Rights and Obligations.

Proctorio and its licensors retain all right, title and interest in, to, and under the Services, Application IP, and their components and any data Proctorio provides through the Services or Application Service. You acknowledge that You neither own nor acquire any additional rights in and to the foregoing that these Terms and/or the SaaS Agreement do not expressly grant.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives You a right to use the Proctorio name or any of the Proctorio trademarks, logos, domain names, and other distinctive brand features.

7. Feedback.

Proctorio shall exclusively own all communications, comments, questions, suggestions, or related materials which are transmitted to Proctorio, by any means, suggesting or recommending changes to the Application IP, including, new features or functionality (collectively, Feedback). You hereby assign all right, title, and interest in, to, and under the Feedback and agree to provide us assistance to document, perfect, and maintain our rights in the Feedback. We may use, without any restrictions, attribution, or compensation to You, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback, whether or not patentable, for any purpose whatsoever. You agree and understand that we are not obligated to use, display, reproduce, or distribute anything in the Feedback.

8. Proctorio Minimum System Requirements.

Proctorio offers a flexible service, which may include recording of video, audio, and/or screen activity. The system requirements are dependent on the exam settings.

More information can be found below.

9. Restrictions on Use of Services.

We have the right, but not the obligation, at all times to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to You. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process, or governmental request (ii) enforce the Terms, including investigation of potential violations hereof (iii) detect, prevent, or otherwise address fraud, security, or technical issues (iv) respond to user support requests or (v) protect the rights, property, or safety of Proctorio, its users, its clients, and the public.

While accessing or using the Services You shall not: (i) access, tamper with, or use non-public areas of the Services, Proctorio's computer systems, or the technical delivery systems of Proctorio's providers (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available published interfaces (and only pursuant to those terms and conditions), unless You have been specifically allowed to do so in a separate agreement with Proctorio (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information or (v) interfere with, or disrupt (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

10. Copyright Policy.

Proctorio respects the intellectual property rights of others and expect You to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If You believe Your Content has been infringed, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf (ii) identification of the copyrighted work claimed to have been infringed (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (iv) Your contact information, including Your address, telephone number, and email (v) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to You. Proctorio will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Proctorio
6840 E. Indian School Road
Scottsdale, Arizona 85251
Email: hello@proctorio.com

11. Ending these Terms.

The Terms will continue to apply until terminated by either You or Proctorio, pursuant to the following provisions, unless You are otherwise subject to certain termination provisions arising from a SaaS Agreement with Proctorio.

You may terminate Your agreement with Proctorio at any time for any reason, without notifying us, by discontinuing Your use of the Services, unless otherwise provided in a SaaS Agreement. If You stop using the Services Your accounts may be deactivated due to prolonged inactivity under Proctorio's sole discretion.

We may suspend or terminate Your account or cease providing You or Your authorized user with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) You have violated these Terms (ii) You create risk or possible legal exposure for us or (iii) it is no longer commercially viable to provide Services to You. We will make reasonable efforts to notify You by the email address associated with Your account or the next time You attempt to access Your account.

In all such cases, the Terms shall terminate, including, without limitation, Your license to use the Services, except that the following sections shall continue to apply: 3, 4, 6, 8, 10, 11, 14.

Nothing in this section shall affect Proctorio's rights to change, limit or stop the provision of the Services without prior notice, as provided above in Section 1.

12. Indemnification.

If You entered into a SaaS Agreement with Proctorio, Proctorio agrees to indemnify, defend, and hold You harmless from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any third party claim that the Application Service and/or the Application Documentation infringes such third party's U.S. patents issued as of the Effective Date or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction, provided You promptly notify Proctorio in writing of the claim, cooperate with Proctorio, and allow Proctorio sole authority to control the defense and settlement of such claim. You agree to permit Proctorio, at Proctorio's sole discretion, to enable You to continue to use the Application Service or the Application Documentation, or to modify or replace any such infringing material to make it non-infringing. If none of these alternatives is available, You shall, upon Proctorio's written request, cease use of, and, if applicable, return, materials subject to the infringement claim. This provision shall not apply if the alleged infringement arises from any: (i) modification of the Application IP (ii) combination, operation, or use of the Application IP with other non-Proctorio provided software, hardware or technology (iii) use of a superseded or altered release of any of the Application IP, if You failed to use a then-current release of the Application IP we provided to you (iv) Customer Content or (v) Third Party Products (any of the foregoing circumstances under clauses (i), (ii), (iii), or (iv) a Customer Indemnity Responsibility). THIS IS PROCTORIO'S ENTIRE OBLIGATION AND LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION CLAIMS, AND PROCTORIO'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED PROCTORIO'S LIMITATIONS OF LIABILITY.

To the extent allowable by law You agree to hold harmless, indemnify, and, at Proctorio's option, defend Proctorio from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from: (i) Your or any Authorized End User's negligence or willful

misconduct (ii) Your or any Authorized End User's unauthorized use of the Application IP or (iii) a Customer Indemnity Responsibility, provided that You will not settle any third-party claim against Proctorio without Proctorio's consent.

13. K-12 Institutions.

We recognize that certain privacy protections apply specifically to minors, and accordingly have implemented additional privacy and security protections in place for minor users. If you are accessing and using the Services as a representative of a K-12 Institution, as a parent of a child attending a K-12 Institution (collectively, Minor Representative), or as the minor child who has been given parental permission by a parent, the following terms will also apply to you.

A. Student Users. Minor students agree that they have obtained consent from a parent/legal guardian for their use of the Site and Services in connection with educational uses. By using the Site and Services, if you are a minor, you represent that you have obtained consent from your parent/legal guardian who has read and agrees to this Agreement on your behalf. If you do not obtain such consent, then you are not authorized to use the Site or the Services.

B. Parents and Guardians. As a parent or guardian, you represent and warrant that you are over the age of majority that you are entering into this Agreement on your behalf and on the behalf of your minor student, and that you have authority to bind you and your minor students to the terms herein. You acknowledge and agree that minor students cannot use the Site and Services without a parent/legal guardian first accepting this Agreement on their behalf. To the extent your minor student needs to set up an account, you, as the parent or guardian are responsible for doing so, and are responsible for both all information provided in setting up that account, and all actions taken by the minor student using that account.

C. Collection of Student Information. We collect only the personal information from students that is needed for the operation and management of the Services, and only where the educational institution has contracted with Proctorio to do so. We first require that the educational institution obtain the consent of parents/legal guardians prior to collecting such information. If you are a minor student, do not send any personal information about yourself other than what is requested upon signing up for the Services. Further information concerning how student information is handled can be found in our Privacy Policy.

14. Disclaimers and Limitations of Liability.

This section limits the liability of Proctorio and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the Proctorio Entities). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to You. Nothing in this section is intended to limit any rights You may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

You access and use the Services and Content at Your own risk. You understand and agree that Proctorio provides these Services and Content to You on an AS-IS and AS AVAILABLE basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE PROCTORIO ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Proctorio Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security, or reliability of the Services or Content (ii) any harm to Your computer system, loss of data, or other harm that results from Your access to or use of the Services or Content (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services and (iv) whether the Services or Content will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Proctorio Entities or through the Services or Content, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Proctorio Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Proctorio Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROCTORIO ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (i) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SERVICES OR CONTENT (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES (iii) ANY CONTENT OBTAINED FROM THE SERVICES OR (iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE PROCTORIO ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR, FOR AN INSTITUTION THE AMOUNT YOU PAID PROCTORIO, IN THE PAST TWELVE MONTHS.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE PROCTORIO ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. General Terms.**A. English Language.**

In case of conflict, the English language version of any agreement or notice shall control.

B. U.S. Government End-Users.

Each of the Application Documentation and the software components constituting the Application Service is a commercial item as defined in 48 C.F.R. 2.101, consisting of commercial computer software and commercial computer software documentation as such terms are used in 48

C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. government end users acquire the Application Service and the Application Documentation with only those rights set forth therein.

C. Notices

All notices required under an applicable SaaS Agreement shall be in writing, in English, and sent by certified mail or email to the address provided on the SaaS Agreement, and to Proctorio at:

If you use our services in the United States:

Proctorio

6840 E. Indian School Road

Scottsdale, Arizona 85251

Email: hello@proctorio.com

If you use our services anywhere else:

Proctorio

Cincarkova 3

Starigrad

11000 Beograd, Serbia

Email: hello@proctorio.com

D. Assignment; Delegation.

If You entered into a SaaS Agreement with Proctorio, You may not assign any of Your rights or duties under the SaaS Agreement, without Proctorio's prior written consent. Proctorio may assign any SaaS Agreement, without consent, if there is a merger, sale, transfer, or other disposition of all or most of its stock or assets.

E. Proctorio Testing Center Membership.

If You entered into a SaaS Agreement with Proctorio, You agree to participate in any testing center program that Proctorio may require. Our current testing center program allows any educational institution's Authorized End User to travel to any other Proctorio-participating institution and utilize that location's testing center space (the Proctorio Testing Center Program). As a result, You must provide Your testing center facilities to an Authorized End User who received access to Proctorio's services from another educational institution, without charge. You agree to comply with all policies and procedures: (i) we specify from time to time relating to Authorized End Users who wish to utilize Proctorio's services from multiple institutions and (ii) we may specify for the Proctorio Testing Center program.

F. Payment.

To the extent the Services or any portion thereof is made available for any fee or through a subscription, your access will be granted following payment of the applicable fees to Company. Your account and access to the Services may be suspended in the event of non-payment of applicable fees.

You represent and warrant to Company that such payment information is true and that you are authorized to use the payment instrument. For recurring subscriptions, you will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

G. Force Majeure.

Except for Payment, if You are prevented or delayed in performing Your obligations by circumstances beyond Your reasonable control, including, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, the failure or delay is not a material breach of the applicable SaaS Agreement, but the obligation will remain in full force and effect, and will be performed as soon as reasonably practicable after the termination of the relevant circumstances causing such delay, but if You are prevented from performing for more than ninety (90) days, the other Party may terminate the SaaS Agreement upon thirty (30) days written notice.

H. Advertising.

If You entered into a SaaS Agreement with Proctorio, and gave prior written consent, we may reference and use Your name and trademarks, and disclose Proctorio's services for business development and marketing efforts, including on our website. Proctorio will not use any Customer Content to advertise or market to students or their parents. Proctorio may use de-identified data for advertising or marketing to schools.

I. Independent Contractors.

You and Proctorio will, at all times, act as independent contractors, and nothing contained in these Terms, or any other agreement, will be construed or implied to create an agency, partnership, or employer and employee relationship.

J. Waiver and Severability.

The failure of Proctorio to enforce any right or provision of these Terms, or any other applicable agreement, will not be deemed a waiver of such right or provision. If any provision of these Terms, or any other applicable agreement, is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

K. Controlling Law and Jurisdiction.

These Terms, any action related thereto, and all other agreements between You and Proctorio, unless otherwise stated, will be governed by Delaware State Law without regard to or application of its conflict of law provisions or Your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Maricopa County, Arizona, United States, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If You are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses, then those clauses do not apply to You. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Delaware (excluding choice of law).

L. Entire Agreement.

These Terms and our Privacy Policy are the entire and exclusive agreement between Proctorio and You regarding the Services (excluding any services for which You have an additional agreement with Proctorio), and these Terms supersede and replace any prior agreements between Proctorio and You regarding the Services. Other than members of the group of companies of which Proctorio is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time, the most current version will always be at proctorio.com/terms. By continuing to access or use the Services after those revisions become effective, You agree to be bound by the revised Terms. Any amendment to a SaaS Agreement, however, must be in writing made by the Parties, or their authorized representatives.

Proctorio Minimum System Requirements

Proctorio offers a flexible service, which may include recording of video, audio, and screen activity or none of the above. The system requirements are dependent on the exam settings. Test takers are encouraged to use a practice exam to test their system prior to taking an exam. Virtual machines and proxy connections will not work.

Note: In most cases, Proctorio's modest requirements can accommodate devices as old as 10 yrs. and it should be noted that the Operating System version requirements do not coincide with the devices' age. For security functionality, it is generally recommended that test-takers update their systems to the most recent OS possible.

	Windows	Mac	Linux	Chrome OS
Operating System	Windows 7+	macOS 10.11+	Ubuntu 18.04+	Chrome 58+
Processor	Intel Pentium or better	Intel	Intel Pentium or better	Intel or ARM
Free Disk Space	250 MB	250 MB	250 MB	250 MB
Free RAM	2 GB	2 GB	2 GB	1 GB
Upload Speed	0.092 Mbps - 0.244 Mbps ²			

	Windows	Mac	Linux	Chrome OS
Microphone				Any Microphone, either internal or external ³
Webcam				320x240 V A resolution (minimum) internal or external ³

1. Free RAM is the minimum amount of memory that is not in use by other applications.
2. Depends on the exam settings, secure browser has no upload speed requirement.
3. Only required for proctoring, secure browser functionality does not require audio/visual recording.

PROCTORIO

Privacy Policy.

Effective 12/18/2019

Proctorio (we, our, us) provides services to users throughout the world and thanks you for visiting proctorio.com, our Internet website (Site). If you use our services in the United States, Proctorio.io Incorporated (a Delaware corporation) is the data processor for your information. If you use our services anywhere else, Proctorio d.o.o. (a European corporation) is the data processor. This privacy Policy (Privacy Policy) details Proctorio's use of Personally Identifiable Information (as defined below) about users of our Services.

Note: This Privacy Policy is incorporated into and sub ect to the Terms of Service and, if applicable, the terms of your SaaS Agreement with us. Any terms not defined herein are defined in our Terms of Service or our SaaS Agreement.

Policy Updates.

Due to the Internet's rapidly evolving nature, Proctorio may need to update this Privacy Policy from time to time. If so, Proctorio will post its updated Privacy Policy on our Site located at proctorio.com and may not notify you of the updated posting. Proctorio encourages you to review this Privacy Policy regularly for any changes and to subscribe to receive update notifications from us on itHub. Your continued use of the Services and/or continued provision of Personally Identifiable Information to us will be sub ect to the terms of the then-current Privacy Policy.

Privacy.

Any content you provide to Proctorio is sub ect to this Privacy Policy, which governs our collection of your information and content, and the forwarding of such information to your institution, university, college, school, or organi ation (collectively, Institution). You understand that through your use of the Services you consent to the collection and forwarding (as set forth in this Privacy Policy) of this information, including the transfer of this information to your college, university, instructor, school or organi ation. In providing the Services, we may need to provide you with certain communications, such as technical support messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

You agree to have your identity verified by Proctorio using the methodology that is most currently employed by Proctorio.

You agree to allow Proctorio to monitor you by webcam, microphone, browser, desktop, or any other means necessary to uphold integrity. At the discretion of the exam administrator, this may include a scan of your surroundings and computer display. This monitoring will be conducted by machine or by a live person. The information from the session may be recorded and provided to the institution, university, college, school, or organi ation and can be viewed by authori ed personnel thereof. It is important to note that this information is not sold, or given to any third parties.

Note: Proctorio is committed to maintaining the security and confidentiality of your information. Towards this end, we take the following actions: (a) we limit employee access to your information to only those employees who need the information to fulfill their ob responsibilities (b) we conduct regular employee privacy and data security training and education and (c) we protect your information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthori ed access, release or use.

If you entered into a SaaS Agreement with Proctorio on behalf of an Institution or Customer, you agree that Proctorio shall collect and use Customer Content to fulfill its duties, provide services, and improve services under an applicable SaaS Agreement. Customer will make available any Customer Content upon request.

De-Identified Data and Aggregate Information.

Proctorio may use certain De-Identified Data collected from the use of our Site or the Services, such as from an Institution's Student Users who use the Application Service under Institution's rights, and through an agreement with Institution, for identifying trends, statistics, security, research, or other purposes. De-Identified Data is data we create from collected data by removing all direct and indirect personal identifiers including, but not limited to, name and location information. Proctorio agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data unless that party agrees not to attempt re-identification.

We may track the total number of visitors to our Site, the number of visitors to each page of our Site, browser type, and IP addresses. However, we use certain methods to anonymize your IP address at the earliest possible stage of the collection network. Specifically, we anonymize the IP address by removing the last octet of the address. We may also analyze tracked data for trends and statistics in the aggregate, but such information will be maintained, used and disclosed in aggregate form only and will not contain Personally Identifiable Information.

Proctorio does not directly collect payment information and is not a money-services business. To the extent such functionality is made available in the Services, it is provided by an unaffiliated third party, and like any other third-party service, subject to their terms of use. Notwithstanding the foregoing, Proctorio may invoice Customers according to an applicable SaaS Agreement.

Note: Proctorio takes privacy extremely seriously, and strictly adheres to the Family Education Rights Protection Act of 1974 (FERPA). Proctorio works with Institution(s) to ensure compliance with FERPA and applicable privacy laws, and one of the most important ways in which it ensures compliance with FERPA is by never storing any student personally identifiable information or education records in unencrypted form. Refer to the FERPA Policy for more information.

Information Collection and Use.

You can generally visit our Site without revealing any Personally Identifiable Information. To use the Services, however, we may be required to collect personally identifiable information, such as your name, email address, phone number, and institution (Personally Identifiable Information). Additionally, we may invite you to participate in surveys, questionnaires, contests, or to contact us with questions, comments, or to provide us with feedback, which due to the nature of some of these activities, may include the collection of Personally Identifiable Information. By accessing or using the Services, we might collect additional data as set forth below in the Aggregate Information paragraph. All student records obtained by Proctorio from an Institution are the property of and are under the control of that Institution.

We may use your Personally Identifiable Information to contact you to deliver certain services, news, or information related to the Services, verify your authority to use our Services, and improve the content and general administration of the Services. If you do not wish for your Personally Identifiable Information to be used as described in this Section, you should not use the Services. You may also opt out of receiving promotional notifications by following the opt-out instructions in the emails that are sent to you.

Note: Under no circumstances will this information be disseminated to third parties for any use, and Proctorio will never use this information for targeted advertising.

Secure Exam Proctor Administration: To register an Institution to use the Proctorio Secure Exam Proctor solution, an administrator account must be created. To register this account, Personally Identifiable Information (such as name, phone number, Institution name, and campus email address), must be provided along with information regarding the learning management system (LMS) used by the Institution.

Secure Exam Proctor Request for Demo: To request a demonstration of the Proctorio Secure Exam Proctor solution, Personally Identifiable Information (such as name, phone number, Institution name, and campus email address), must be provided along with information regarding the LMS used by the Institution.

Secure Exam Proctor Exam Environment: You can generally utilize the Secure Exam Proctor for taking a proctored examination without revealing any Personally Identifiable Information about yourself. The information collected during the examination process will only be used in an anonymized form for product development. The types of information collected depend on the exam settings and can include video, audio, and websites visited.

Secure Exam Proctor Technical Support: To contact technical support Personally Identifiable Information (such as name, phone number, Institution name, and campus email address), may be collected to facilitate the troubleshooting process. Disclosure of such information is considered voluntary and will not be used to create an academic record nor given or sold to third parties.

Note: Proctorio's technical support complies with FERPA and all employees are required to complete FERPA training.

Legal Basis for processing your information. If you are a user or located in the European Economic Area (EEA), our legal basis for collecting and using the personal information described above will depend on the personal information concerned and the specific context in which we collect it. We will normally collect personal information from you only where we have your consent to do so, where we need the personal information to perform a contract with you, or where the processing is in our legitimate business interests. In some cases, we may also have a legal obligation to collect personal information from you. If you have questions about or need further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below.

Children's Online Privacy and Protection Act of 1998 (COPPA).

Except for our specific services offered to K-12 Institutions, our Services are directed towards adults who are of the legal age to access them in their respective jurisdictions and who reside in the United States. By accessing and using our Services, you represent and warrant that you are of the legal age to form a binding contract with us in your respective jurisdiction and that you meet the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Services. If we learn we have collected or received personal information from an individual who was ineligible to access or use the Services, we will take steps to remove such information. If you believe we might have any information from or about a user who is ineligible to use the Services, please contact us at privacy@proctorio.com.

We are COPPA certified by the Internet Keep Safe Coalition which signifies our compliance with relevant laws and regulations. Please see our COPPA policy page and Personal Data Protections page for more information.

Proctorio does not disseminate personal information to third parties for any use. All data that enters our system has been encrypted using an unshared key stored in the learning management system (LMS) and can only be unlocked by authorized users within the LMS. Proctorio utilizes the LMS to gain information about the user's role. This restricts information from being shared with users who do not fall under the Institution's School Official role. The entire process is transparent to the end-user, but prevents Proctorio and unauthorized individuals from accessing

student data. In compliance with section 16 C.F.R. 312.4(c)(2) of COPPA, Proctorio will notify parents when it learns that it has collected any personal information of a child under 13 years of age.

K-12 Institutions and Children's Privacy.

As mentioned above, we are COPPA compliant. We collect limited Personal Information from administrative personnel at the K-12 Institution only as needed for the operation and management of the Services as contracted by the K-12 Institution.

Minor Users can access many parts of the Services and its content and use many of its features without providing us with Personal Information. We only collect as much information about a Minor User as is reasonably necessary for the minor to receive the Services provided to the minor through an agreement between us and the K-12 Institution. We do not condition his or her participation on the disclosure of more personal information than is reasonably necessary.

Notice to Parents - Consent.

By inputting any Personal Information (whether your Personal Information, or Personal Information of your child), you consent to the use of that Personal Information within the Services, and you represent and warrant that you have obtained any permissions or authorizations for any Personal Information of others that you input or send through the Services.

Notice to Minors.

If you are a Minor User, do not send any personal information about yourself or other students to us, other than what is requested upon signing up for the Services. Students who have signed up with an access code provided by a school or teacher should be aware that their parent/legal guardian has access to all information within or associated with their account.

Cookies.

Like many websites, we use cookie technology to collect additional website usage data and to improve our Services, but we do not require cookies to use the Site. A cookie is a small data file that is transferred to your computer's hard disk. Proctorio may use both session cookies and persistent cookies to better understand how you interact with our Services, to monitor aggregate usage by our users and web traffic routing on our Services, and to improve our Services. Most Internet browsers automatically accept cookies. You can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

Note: Cookies used by the Services cannot personally identify you.

Do Not Track Settings.

Some internet browsers have incorporated Do Not Track features. We respond to Do Not Track signals by not tracking browser and URL information collected through a tracking pixel. However, for security purposes, we do not respond to Do Not Track signals for information collected via server logs, such as user IP address and firewall events.

Aggregate Information

We may track the total number of visitors to our Site, the number of visitors to each page of our Site, browser type, and IP addresses. We may also analyze this data for trends and statistics in the aggregate, but such information will be maintained, used and disclosed in aggregate form only and will not contain Personally Identifiable Information. We may use such aggregate information to analyze trends, administer the Site, track users' movement, and gather broad demographic information for aggregate use.

Third Party Services.

Proctorio uses a variety of services hosted by third parties to help provide our Services, such as hosting our various blogs, help center, and knowledge bases, and to help us understand the use of our Services. These services may collect information sent by your browser as part of a web page request, such as cookies or your IP request.

We do not control third parties' tracking technologies. If you have any questions about these third-party technologies, you should contact the responsible provider directly.

Data Deletion and Destruction

Proctorio will store and maintain institutional data for up to 30 days after the termination of an applicable agreement, unless otherwise specified. If, however, you have entered into a SaaS Agreement with Proctorio then we will retain your data for six months by active data retention and for one year by cold storage. We may be able to retain your data for longer periods of time subject to an additional fee and agreement by you and Proctorio.

According to the Institution's preference regarding data destruction, Proctorio will either: 1) destroy the data, or 2) deliver it to the Institution.

Questions regarding data storage, recovery, and deletion should be directed to:

Proctorio

6840 E. Indian School Road

Scottsdale, Arizona 85251

Phone: +1 480 428 4076

Email: security@proctorio.com

Disclosure.

We do not disclose your Personally Identifiable Information except in the following limited circumstances:

Law and Harm: We may disclose your information if we believe that it is reasonably necessary to comply with a law, regulation or legal request to protect the safety of any person to address fraud, security or technical issues or to protect Proctorio's rights or property.

Business Transfers: If Proctorio is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. The promises in this Privacy Policy will apply to your information as transferred to the new entity.

Other Disclosures: We may disclose your information to fulfill the purpose for which you provide it and to enforce or apply your SaaS and other agreements with us.

Links to Third Party Sites.

The Site may provide links to other Web Sites or resources over which Proctorio does not have control (External Web Sites). Such links do not constitute an endorsement by Proctorio of those External Web Sites. You acknowledge that Proctorio is providing these links to you only as a convenience, and further agree that Proctorio is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked to External Web Sites.

Security.

We employ procedural and technological security measures that are reasonably designed to help protect your Personally Identifiable Information from loss, unauthorized access, disclosure, alteration or destruction, which includes encryption and other security measures to help prevent unauthorized access to your Personally Identifiable Information. The data you transmit as part of your use of the Services (Storage Data) is in encrypted form and Proctorio does not have access to your Storage Data in its unencrypted form.

Note: Only authorized users, defined as School Officials in FERPA, will have the ability to decrypt any academic records stored by Proctorio. Proctorio conducts daily security audits including penetration testing and vulnerability assessments. Client Institution or their designated representatives may review security testing results or conduct their own security audit of Proctorio's data security and storage practices. Written requests for inspection and testing can be made to security@proctorio.com.

Correcting or Deleting Information.

Parents, legal guardians, or eligible students may review any Personally Identifiable Information in the student's records and correct any erroneous information only by contacting the applicable Institution. Proctorio does not store unencrypted student academic records, and accordingly does not have any ability to edit, revise, or delete any student Personally Identifiable Information contained in student records.

Data Breach Notification.

Proctorio maintains an information security plan to protect the security, confidentiality, and integrity of Personally Identifiable Information of users and client institutions. As part of its information security plan, Proctorio will notify affected individuals and Institution of a data security breach without unreasonable delay and in no event later than 72 hours from discovery of the breach. Written notification will be sent by first-class mail to the address on record for the individual or Institution.

Written notification will contain:

- A brief description of what occurred with respect to the breach, including, to the extent known, the date of the breach and the date on which the breach was discovered
- A description of the types of Personally Identifiable Information that were involved in the breach
- A description of the steps the affected individual or Institution should take to protect against potential harm from the breach

- A description of what Proctorio is doing to investigate and mitigate the breach and to prevent future breaches and
- Contact procedures for individuals to ask questions or learn additional information, which will include a toll-free telephone number, an email address, website or postal address.

If Proctorio determines individuals or Institution should be notified urgently of a breach because of possible imminent misuse of unsecured Personally Identifiable Information, Proctorio may, in addition to providing notice as outlined above, contact the individual or Institution by telephone or other means, as appropriate.

Note: Proctorio does not store any unencrypted education records.

California Privacy Rights.

Proctorio does not provide your Personal Information to any third parties for direct marketing purposes as defined in California Civil Code Section 1798.83. Please contact us at privacy@proctorio.com for any questions regarding your Personal Information. AB 1584 is a California law that defines student and educational agencies rights regarding student records. We comply with AB 1584 as described in this Privacy Statement and as applicable, any agreements with California Institution(s).

If you are a resident of California, you have other rights under the California Consumer Privacy Act (CCPA):

- Right of Access: You can access your collected personal information by contacting us at privacy@proctorio.com.
- Right to correct, update, or delete: You can correct, update or request deletion of your personal information by contacting us at privacy@proctorio.com. We can't make changes to or delete your information in some situations where it is necessary for us to maintain your information, for example if we need the information to comply with applicable law.
- Right to Request Disclosure of Information Collected: Please contact us at privacy@proctorio.com to request further information about the categories of personal information we have collected about you, where we collected your personal information, and for what purpose we use your personal information.
- Right to Disclosure of Information Sold and Right to Opt-Out: You have the right to know what information of yours we have sold, and you have the right to opt-out of any sale of your information. We do not sell any of your information. If you have any questions about these rights, please contact us at privacy@proctorio.com.
- Right to Non-Discrimination: We do not and will not discriminate against you if you exercise your rights under the CCPA.

When you contact us regarding any of your rights under the CCPA, we will verify your identity before we provide any information. If you have any questions or comments about your rights under the CCPA, please contact us at privacy@proctorio.com.

Users from Outside of the United States.

eneral: By using the Services you acknowledge and agree that: (i) your information will be processed as described in this Privacy Policy and (ii) you consent to have your information transferred to us and our facilities in the United States or elsewhere, including those of third parties as described in this policy.

European Economic Area (EEA) or Switzerland: If you are based in the EEA or Switzerland, you acknowledge and agree that we may transfer your information (including personal information) to us and our facilities in the United States or elsewhere, including those of third parties as described in this policy. Please review our Terms of Service and the applicable SaaS Agreement for more information regarding any other applicable data protections.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.

Note: Privacy Shield has been invalidated by the Court of Justice of the European Union and we are using alternative transfer mechanisms and taking supplemental measures as applicable to better ensure that the personal data of individuals in the EU is subject to adequate protections.

Note: Proctorio adheres to EU General Data Protection Regulation (GDPR). Refer to our GDPR page for more information.

Proctorio participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on each Privacy Shield Framework, to the Framework's applicable principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's Privacy Shield website <https://www.privacyshield.gov>.

Under the Privacy Shield frameworks, Proctorio is responsible for processing the personal data it receives, under each Privacy Shield Framework, as well as transfers to a third party acting as an agent on its behalf. Proctorio complies with the Privacy Shield principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield frameworks, Proctorio is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission (for issues pertaining to Privacy Shield). In situations where public authorities make lawful requests for information, such as to meet national security or law enforcement requirements, Proctorio may be required to disclose personal data.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based, third-party dispute resolution provider (free of charge) at <https://www.amsadr.com/eu-us-privacy-shield>.

As more fully described on the Privacy Shield website, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

European Economic Area (EEA) or Switzerland.

If you are based in the EEA or Switzerland you have other rights as provided below:

Access: If you wish to access your personal information that we collect, you can do so at any time through the Service or by contacting us using the contact details provided below.

Correction, update or deletion: You can correct, update or request deletion of your personal information through the Service interface, or by contacting us using the contact details provided below.

Data Protection Authority: You have a right to raise questions or complaints with your local data protection authority at any time.

Right to Object: You have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data by us. If you have a right to object and you exercise this right, your personal data will no longer be processed for such purposes by us. You may exercise this right without incurring any costs.

Marketing: You have the right to opt-out of marketing communications we send you at any time. You can do this by clicking the [unsubscribe](#) link in the marketing e-mails we sent you or by contacting us using the contact details provided below (if using the contact details please provide your complete name, e-mail address, and any other relevant information that may be required to address your request). Please note that such marketing opt-out does not impact any transaction or operation notices that we may need to send you.

If you have any questions or comments about this Privacy Policy, please contact us at privacy@proctorio.com.

If you have any questions regarding data storage or recovery, please contact us at:

Proctorio

6840 E. Indian School Road

Scottsdale, Arizona 85251

Email: security@proctorio.com

PROCTORIO

Service Level Performance Standards

Proctor.io Incorporated (Company) and the Customer listed on the University Purchase Order agree to abide by these Service Level Performance Standards (Standards), which hereby incorporate the Terms of Use and Privacy Policy found in Contract #4900000530 (Contract).

These Standards are meant to further explain the terms and services provided as per the Contract. To the extent there are any inconsistencies between these Standards and the Contract, the Contract shall prevail. These Standards shall terminate upon the termination of the Contract.

1. Definitions

The following terms in these Standards, unless otherwise defined in the Terms of Use, shall mean:

1.1 **System Uptime** the total amount of time during any calendar month, measured in minutes, during which Customer has the ability to access the features and functions of the Application Service as herein contemplated.

1.2 **Scheduled Downtime** the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the Application Service, as hosted by Company, due to planned system maintenance performed by Company, as set forth in the table below. Company will exercise reasonable efforts to perform scheduled system maintenance between the hours of 7:00 PM and 6:00 AM Pacific Standard Time. Company reserves the right to change the aggregated times set forth in the table below, provided that Company provides reasonable prior notice prior to modifying such Scheduled Downtime.

When Scheduled Downtime will occur on a regular basis:	Purpose of Scheduled Downtime:	Maximum Duration of Scheduled Downtime:
Each Weekend	system maintenance	2 hours
Each Weekend	database maintenance	1 hour
Once per calendar month	application/OS maintenance	6 hours
Once per calendar quarter	system maintenance/upgrades	3 hours per server

1.3 **Unscheduled Downtime** the total amount of time during any calendar month, measured in minutes, during which the Customer is not able to access the features and functions of the Application Service as contemplated in these Standards, other than Scheduled Downtime.

1.4 **System Availability** with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the total time during such month (which includes all minutes in the relevant calendar month, if they are included within these Standards) and thereafter dividing the difference so obtained by the total time during such month.

2. Customer Requirements

2.1 **Minimum System:** These Standards are only applicable if Customer and its Authorized End Users, as applicable, meet the minimum system standards as set forth in Exhibit C to the Contract.

2.2 **Additional Customer Obligations:** Customer is responsible for maintenance and management of its computer network(s), servers, software, and maintenance and management of related equipment or services. Customer is responsible for correctly configuring its systems according to the Company's instructions, if provided, to ensure access to the features and functions of the Application Service.

2.3 **Reporting of Unscheduled Downtime:** Customer must promptly notify Company if Unscheduled Downtime occurs. Unscheduled Downtime begins on the earlier of when Company receives accurate notification from Customer, or when Company first becomes aware of it.

2.4 **Customer's Non-Performance:** Company's obligations in these Standards will be excused if any failures result in whole or in part from Customer's or its End Users' failure(s) to meet their obligations.

3. Performance

3.1 **System Availability:** Company will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.7% during each calendar month (the **Service Standard**), provided that any Unscheduled Downtime occurring as a result of (i) Customer's breach of any provision of these Standards (ii) non-compliance by Customer with any provision of these Standards (iii) incompatibility of Customer's or Authorized End User's equipment or software with the Application Service (iv) performance of Customer's systems or the Internet (v) modifications or updates by third party manufacturers/licensors to systems or software that interact with the Application Service (vi) a Service Suspension, or (vii) force majeure, as defined in the Terms of Use, shall not be considered toward any reduction in System Availability measurements.

3.2 **Bandwidth Availability:** Company monitors the aggregate packet loss and transmission latency within its LAN and WAN. Company does not monitor the packet loss or transmission latency of specific Customers. After discovering or being notified by Customer of packet loss in excess of one-half percent (0.5%), Company will use commercially reasonable efforts to determine the source of such excess packet loss or latency and to correct such problem to the extent that the source of the problem is on the Company Network.

3.3 **Access to Support Response Times:** Customer may report Unscheduled Downtime at any time (24x7x365) by telephoning Company using the numbers listed below:

US: +1 480 428 4076

US: +1 866 948 9087

hello@proctorio.com

Company will exercise commercially reasonable efforts to initiate remedial activity within 30 minutes of each report of Unscheduled Downtime during business hours (7:00AM to 6:00 PM Pacific Time, Monday through Friday, excluding Company holidays) for issues affecting connectivity and server availability. During non-business Hours, Company will initiate remedial activity within two (2) hours for issues affecting connectivity and server availability. In contacting the Company, Customer must not leave voice messages. Phone numbers should be called in priority order until a Company representative is reached directly.

3.4 Service Suspension. Company may temporarily suspend Customer's and any Authorized End User's access to any portion of, or all of the Application IP if (i) Company reasonably determines that (a) there is a threat or attack on any of the Application IP (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any of Company's customers or vendors (c) Customer or any Authorized End User(s) is/are using the Application IP for illegal activities (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding (e) applicable law prohibits Company's provision of the Application Service to Customer or any Authorized End User or (f) Company's vendor has suspended or terminated Company's access to or use of any third party services or products required for Customer to access the Application IP (each such suspension, in a Service Suspension). Company will make commercially reasonable efforts to provide Customer notice of any Service Suspension (including notices sent to Company's registered email address) and to provide access updates following any Service Suspension. Company will use commercially reasonable efforts to provide access to the Application Service as soon as reasonably possible after curing the Service Suspension. Company is not liable for any damage, liabilities, or losses that Customer or any Authorized User may incur from a Service Suspension.

4. System Monitoring

Company uses network monitoring software and other related software tools.

5. Measurement and Reports

Company will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term, as set forth in the SaaS Agreement.

6. Remedies

6.1 Credits Against Fees: In the event Unscheduled Downtime occurs, Customer will be entitled to credits against its subsequent payment obligations (as set forth in these Standards) according to the following: The network of computers will have a guaranteed aggregate average uptime of 99.7% over the course of three (3) months. This does not include scheduled downtime for maintenance on servers, which will be minimal, and necessary. This also does not include mass-network problems such as major backbone problems. For every 1.0% of Unscheduled Downtime below the Service Standard that Company experiences during a calendar month, a credit of 5% of 1/12th of Customer's annual Fees paid by Customer will be credited to Customer's account, up to a maximum of 50% of 1/12 of the applicable

annual Fees paid by Customer. Customer must submit full documentation by e-mail to Company with the credit request. Documentation must show details of proof of downtime. These can be in any manner including pings, trace routes, and third-party outage notifications for the past three (3) months. E-mails without full details are not liable for a credit. Company will not be liable for any lost revenues during down time. Except as set forth in the following Section 6.2, the Customer's rights under this Section 6.1 are Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Company to meet the Service Standard required by Section 3.1.

6.2 Termination for Performance Deficiencies: Company acknowledges that System Availability is important to Customer's business processes. Accordingly, Customer may exercise its rights to terminate these Standards if (i) Company fails to meet the Service Standard three (3) or more times during any twelve (12)-month period (ii) System Availability for any single calendar month falls below 98% or (iii) Company does not respond within 90 minutes to Customer reports of Unscheduled Downtime with respect to 50% or more of such reports during any twelve (12)-month period. Notwithstanding the foregoing, no material breach of these Standards will be deemed to occur if Company fails to meet the Service Standard less than three (3) times in any twelve (12)-month period provided no such failure causes System Availability to fall below 90% during the relevant calendar month.

7. Changes

Company may change these Standards from time to time. To ensure you are aware of all updates, please check these Standards periodically for updates and subscribe to receive update notifications from us on itHub.