



Pearson

TRAINING SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), governs the Training services ("Services") offered by Pearson Clinical Assessments, a business of NCS Pearson, Inc., a Minnesota corporation ("Pearson"). By registering for the Services, you ("Customer") agree to the terms of this Agreement.

Pearson is the publisher of various assessments of cognitive ability, academic, behavioral and speech/language ability, occupational and physical ability ("Products"), and offers training services to qualified users of the Products. Customer wishes to purchase the Services in relation to one or more of the Products.

Pearson and Customer agree as follows:

1. Order.
Customer will receive a Web-Order receipt, Sales Order Acknowledgment Form or Invoice confirming Customer's purchase of the Services ("Order Form").
2. Pearson's Responsibilities.
The responsibilities of Pearson under this Agreement shall be to provide Customer with a private training consultation, for the duration of time and on the scheduled date listed on the Order Form or confirmation email.
3. Confidentiality.
(a) Customer will maintain, at all times, the confidentiality of all information received in connection with the services performed hereunder regarding the business and activities of Pearson and its affiliated companies.

(b) Customer acknowledges that it will have access to copyright protected materials and information as part of Pearson's performance of this Agreement. These training materials, which may also include handouts, are intended for Customer's use during the training session(s) and for Customer's reference thereafter. Notwithstanding the foregoing, Customer acknowledges that it cannot use the materials outside of Customer's immediate organization and the materials cannot be posted or reproduced at any web or Internet/Intranet site that extends beyond Customer's organization.

(c) Customer acknowledges that the training provided by Pearson under this Agreement does not authorize or certify the trainees to use the training or materials in any commercial manner.
4. Fees.
In full consideration hereof and for satisfactory performance of all training services to be rendered hereunder by Pearson, Customer will pay Pearson the fee stated on the Order Form ("Fee"). Unless paid for at the time of purchase, the Fee will be invoiced to the Customer by Pearson. Customer will remit payment within thirty (30) days of receipt of the invoice to the address indicated on the invoice. Payment must be received before the training is delivered, unless alternate agreements have been approved by Pearson in writing.

5. Scheduling

The Services must be scheduled for a date no earlier than five (5) weeks from the date of purchase. If Services are requested by the Customer sooner than this period, Pearson shall have the right to charge Customer an expedited delivery fee equivalent to 20% of the purchase price of Services.

The Services must be delivered within twelve (12) months of the date of purchase. If Services are scheduled by Customer beyond this twelve-month period, Pearson shall have the right to charge Customer (a) the difference between the purchase price and the then-current price of Services on the scheduled date, and (b) a scheduling fee of \$100.00.

All fees due to Pearson pursuant to this section 5 must be paid in full before the Services are delivered.

6. Copyright.

All copyrightable material prepared by Pearson pursuant to this Agreement will remain the property of Pearson.

7. Recording.

Customer is prohibited from recording the session. If Pearson is hosting the session, Pearson may agree to record the session upon Customer's request for an additional fee listed on the Order Form, if ordered at the time of purchase. If Customer requests recording of the session at the time of Services, Pearson will add the fee for recording and hosting the session to Customer's invoice. In those instances, Pearson will make the recording available for the Customer to access and view for such period of time as may be specified on the Order Form once payment has been received. Access to the Recording is restricted to the original attendees of the training. **Note that recording is not available for Live Question and Answer sessions.**

8. Technology Requirements.

For web-based trainings, Customer will access the webinar through their own equipment and Internet/Wi-Fi connection. For on-site trainings, the Trainer will communicate technology needs with the Customer in advance. Failure to comply with Pearson's technology requirements (e.g., working Wi-Fi connection, LCD projector and screen, etc.) will result in cancellation of the training workshop, and Customer will be invoiced for the minimum fee stated in Paragraph 8 below.

9. Termination/Order Changes/Customer Responsibilities.

Unless otherwise stated on the Order Form:

(a) Customer will have the right to terminate this Agreement by written notice, and therefore cancel the training sessions covered by this Agreement, provided that:

(i) if such notice is given fifteen (15) calendar days or less prior to the first scheduled date of the workshop, Pearson will be entitled to payment of a minimum fee of half of the contracted amount, and

(ii) if such notice is given 24 hours or less prior to the first scheduled date of the workshop, Pearson will be entitled to the entire contracted amount.

(b) Should Customer wish to make changes to the training schedule, such requests must be made in writing to CustomerSupport.Reply@Pearson.com a minimum of thirty (30) days in advance to avoid an additional fee of one-quarter of the contracted amount. For in-person trainings, an additional travel change fee will be assessed.

(c) Pearson will contact Customer at least one week prior to the designated training date and Customer is responsible for letting CustomerSupport.Reply@Pearson.com know if this contact is not made.

(d) Training dates are not guaranteed until confirmed in writing by Pearson.

10. Force Majeure.

Neither party will be liable to the other for failure to complete the services contemplated hereunder due to force majeure events, including without limitation, strikes, wars, acts of God, acts of terrorism, riots, civil disturbances, epidemics, floods, hurricanes,

tornadoes, and any other similar acts, events, omissions or delays beyond the reasonable control of the parties. In the event of such delay, the date of delivery or performance shall be extended for a reasonable period of time.

11. Warranties and Representations.

Pearson warrants and represents that Pearson has the full right, power and authority to enter into this Agreement and to perform its terms and that any material prepared by Pearson will be original and will not violate any copyright or personal or proprietary right of any person or entity.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR WHETHER SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. WITHOUT IN ANY WAY LIMITING THE PRECEDING SENTENCE, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES HEREUNDER, REGARDLESS OF LEGAL THEORY OR THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PEARSON HEREUNDER. AND, TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS SECTION ARE WAIVED.

13. Governing Law.

This Agreement will be deemed made in the State of Minnesota and shall be subject to and construed in accordance with the laws of the State of Minnesota applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

14. Entire Agreement.

This Agreement contains the entire understanding and agreement between the parties related to its subject matter. This Agreement supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter, and may only be amended by a written document signed by both Customer and Pearson. This Agreement will be binding upon the parties and their respective successors and assigns.