

**Consulting and Services Agreement
NCS Pearson, Inc.**

This is a Consulting and Services Agreement ("Agreement") entered into and effective the 15th day of September, 2026 by and between NCS Pearson, Inc. ("Pearson"), a Minnesota Corporation, with offices located at 9200 Earhart Lane SW, Cedar Rapids, IA 52404 and Robin Rickard ("Independent Contractor") located at 713 Red Oak Summit, Crowley, TX, 76036, USA.

Term: This Agreement will be effective 9/15/2026 and continue through and include 12/31/2026.

BACKGROUND

Pearson desires to contract with qualified members from the field of education to perform certain services, or participate in named projects, on Pearson's behalf. Independent Contractor desires to perform such services, or participate in such projects, subject to the terms and conditions of this Agreement. For good and valuable consideration Independent Contractor and Pearson, therefore, agree as follows:

1. Definitions.
 - a. Content - All work product developed under or resulting from this Agreement, including, but not limited to: items; artwork; research findings; item review findings, and; other content developed under or resulting from this Agreement.
 - b. SOW - A Statement of Work incorporated into this Agreement.
 - c. Workshops - A classroom setting or similar teaching environment where Pearson provides training to Independent Contractors in areas including, but not limited to: content development; research and item review guidelines, and; test or item scoring guidelines.
2. Services. Services to be performed by, or terms of participation for, Independent Contractor with regard to named projects are pursuant to the terms and specifications in the applicable SOW. In order to comply with the requirements of such named projects, Independent Contractor agrees Pearson may disclose their resume to customers and/or potential customers.
3. Term. Unless terminated at an earlier date in accordance with Section 8 of this Agreement, the term of this Agreement will begin on the date set forth above.
4. Consideration. As consideration for Independent Contractor's services under this Agreement, Pearson will pay Independent Contractor as indicated in the attached SOW.
5. Expenses. Unless otherwise stated in the attached SOW, Independent Contractor will be responsible for all expenses incurred by Independent Contractor in performing Independent Contractor's duties under each SOW.
6. Intellectual Property. All right, title, and interest in and to Content (also referred to as "Intellectual Property") which Independent Contractor conceives or originates, either individually or jointly with others, and which arise out of the performance of this Agreement, will be the property of Pearson and are by this Agreement assigned to Pearson.
7. Protection of Trade Secrets and Confidential Information.
 - a. Without the prior written consent of Pearson, Independent Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to Independent Contractor's arrangement with Pearson, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of Pearson ("Confidential Information"). Such Confidential Information will include, but not be limited to, customer and supplier lists, product designs, engineering drawings, and computer programs. Confidential Information does not include (a) information already known or independently developed by the Independent Contractor; (b) information in the public domain through no wrongful act of the Independent Contractor; or (c) information received by the Independent Contractor from a third party who was free to disclose it. Upon termination of this Agreement, or any time prior thereto upon request of Pearson, Independent Contractor will promptly return all property and all Confidential Information which are in Independent Contractor's possession or under Independent Contractor's control, including all materials which incorporate such Confidential Information.
 - b. Independent Contractor shall not use Pearson's or its customer's name in any form of publicity, or to release to the public any information relating to the Services, or to otherwise disclose or advertise that the Independent Contractor has entered into this Agreement, or to communicate with or advertise to the public in connection with the Services provided hereunder, except with the specific prior review and approval in writing by Pearson.

In addition, Independent Contractor agrees Confidential Information must be used only for the sole purpose of performing professional services for Pearson. Any other use of these materials would require the prior written consent of Pearson.

Confidential Information must not be copied, transmitted, or shared in any form, in whole or in part, with any third parties.

In the event that Confidential Information is stolen or lost, or in the event that an unauthorized party has gained access to the Confidential Information, Independent Contractor must notify Pearson immediately.

8. Termination. Notwithstanding any contrary provisions contained elsewhere in this Agreement, this Agreement and the rights and obligations of Independent Contractor and Pearson hereunder (other than the rights and obligations of the parties under Sections 6, 7, 9, 10, 11 and 12 which survive any completion or termination of this Agreement) may be terminated:
 - a. by Pearson (i) immediately if Independent Contractor defaults in performance of Independent Contractor's obligations under this Agreement, including failure to provide products or services set forth herein; or (ii) with ten (10) days notification of Pearson's intent to terminate this contract.
 - b. by Independent Contractor immediately if Pearson defaults in the performance of its obligations under this Agreement.
9. Warranties. Independent Contractor warrants that any Content that Independent Contractor produces will be original and will not be substantially similar to any other party's intellectual property, nor will the Content in any other way infringe any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights. Independent Contractor further warrants that Independent Contractor will not use any Artificial Intelligence (AI) powered tool/s to create or aid in the creation of any Content for the Services performed under this Agreement. Independent Contractor agrees that Independent Contractor will perform services hereunder in a professional and workmanlike manner and that the Intellectual Property and products Independent Contractor provides to Pearson will meet the requirements set forth on the attached SOW. Independent Contractor further warrants that Independent Contractor has all rights to enter into this Agreement and that there are no impediments to Independent Contractor's execution of this Agreement or Independent Contractor's performance of services hereunder.
10. Limitation of Liability. **PEARSON WILL NOT BE LIABLE TO INDEPENDENT CONTRACTOR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. PEARSON'S LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY SOW, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT.**
11. Indemnification. To the fullest extent permitted by law, Independent Contractor will indemnify Pearson, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and costs and expenses of investigation and defense), of any sort, resulting from injury or damage of any sort to any person or entity, arising out of or in connection with Independent Contractor's performance under this Agreement, including the performance of any other party for whom Independent Contractor is responsible under this Agreement. Independent Contractor's obligations under this Section 11 apply to claims or demands alleging violation of copyright, trademark, trade name or other intangible property rights. Additionally, Independent Contractor shall, to the fullest extent permitted by law, indemnify Pearson, hold it harmless, and defend and protect it from and against any and all loss, damage, liability, judgment, claim, cost or expense (specifically including reasonable attorneys' fees and costs and expenses of investigation and defense) resulting from allegations that the Content infringes any third party intellectual property rights.
12. Miscellaneous.
 - a. Assignment. This Agreement and Independent Contractor's rights and obligations will not be assignable, in whole or in part, by Independent Contractor without the prior written consent of Pearson.
 - b. Governing Law. This Subcontract will be construed and enforced in accordance with the laws of the State of Minnesota without reference to that body of law governing conflicts of venue. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be litigated exclusively in the courts located in Hennepin County in the State of Minnesota. Each party hereby stipulates that the courts located in the State of Minnesota shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

- c. Injunctive Relief. Independent Contractor acknowledges it would be difficult to fully compensate Pearson for damages resulting from any breach by Independent Contractor of the provisions of 6, 7, and/or 9 of this Agreement. Accordingly, in the event of any actual or threatened breach of such provisions, Pearson will, in addition to any other remedies it may have, be entitled to temporary and/or permanent injunctive relief to enforce such provisions.
- d. Independent Contractor. Independent Contractor warrants that s/he is authorized to enter into this Agreement. Independent Contractor also warrants that s/he is not prohibited, by the terms of any past or current contractor or employment agreement with another company, from performing the tasks contemplated by this Agreement. Independent Contractor will indemnify Pearson for damages resulting from breach of either of these warranties. Independent Contractor warrants that s/he will not subcontract any portion of this work and that all obligations under this Agreement will be fulfilled by Independent Contractor and not delegated to any other party. Pearson requests that Independent Contractor review and complete, Attachment A, Conflict of Interest (attached hereto and incorporated by reference). In providing services to Pearson, Independent Contractor will be acting as an independent contractor and not as an employee or agent of Pearson. Independent Contractor will have no authority, express or implied, to commit or obligate Pearson in any manner whatsoever. Independent Contractor will be responsible for the payment of all taxes applicable to any compensation paid to Independent Contractor and Pearson will not withhold or pay any federal, state, or local income, social security, unemployment and workers compensation taxes related to the work performed under this Agreement.
- e. Insurance. If Independent Contractor is a corporation or partnership, Independent Contractor will provide and maintain, at Independent Contractor's own cost, at all times during the term of this Agreement, commercial general liability insurance coverage and/or general liability insurance coverage as applicable, providing coverage on an "occurrence" basis, which shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Agreement), independent contractors and products – completed operations liability. Each such policy shall have a total combined limit of at least \$1,000,000. A Certificate of Insurance evidencing such insurance will be provided to Pearson at Pearson's request.
- f. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement.
- g. Entire Agreement. This Agreement inclusive of the attached SOW(s) 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 Independent Contractor and Pearson.

IN WITNESS WHEREOF, Pearson and Independent Contractor have executed this Agreement as of the date set forth in the first paragraph above.

NCS PEARSON, INC.

INDEPENDENT CONTRACTOR

Pamela Parmer
Signed: Pamela Parmer (Sep 18, 2026 15:48:44 CDT)
Authorized Signature

Robin Rickard
Signed: Robin Rickard (Sep 18, 2026 15:47:39 CDT)
Authorized Signature

Name: Pamela Parmer

Name: Robin Rickard

Title: Manager, Supplier Management

Title: Assessment writer

Date: 09/18/2026

Date: 09/18/2026

Attachment A
Conflict of Interest Disclosure to
NCS Pearson, Inc.

This Agreement is to certify that I, except as described below, do not now and will not during the term of my NCS Pearson, Inc. SOW have a conflict of interest as defined below:

Conflicts of Interest. A conflict of interest exists when an Independent Contractor has interests that cause (or appear to cause) the Independent Contractor to have divided loyalties when making decisions or carrying out tasks on behalf of NCS Pearson, Inc. ("Pearson").

Independent Contractors should not put themselves in a situation where there is even the appearance of a conflict of interest.

Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the examples included in this Agreement are not intended to be exhaustive and only include some of the more clear-cut examples.

The following are examples of activities which must be disclosed because they may cause an apparent conflict of interest:

1. Independent Contractor receives any compensation or benefit, as an employee or contractor providing Item Writing, Test Development Services, or any curriculum or assessment-related services. Please specify below what services are provided to whom.
2. Independent Contractor is involved with a State Department of Education which may include such activities as working for a State Department of Education or participating in committee meetings, or other curriculum and assessment-related activities. Please specify below what services are provided to whom.
3. Independent Contractor uses Pearson's customer lists or contacts to market their own or third-party goods and services (whether or not competing with Pearson's products or services.) Please specify below what services are provided to whom.

Disclosures:

Company/State Agency*	Activities/Services

*If you cannot disclose due to your agreement with that particular company and/or State Agency, please state so.

Pearson will evaluate potential conflicts of interest based on business requirements. Pearson reserves the right to disqualify a potential Independent Contractor based on an assessment of an unacceptable (or perceived) conflict of interest.

I have disclosed to Pearson all potential conflicts of interest and during the term of my Agreement with NCS Pearson, Inc., agree to notify Pearson in the event I get involved in any activity that may cause or give the appearance of a conflict of interest.

Independent Contractor  Robin Rickard (Sep 18, 2026 15:47:39 CDT)
Signature

09/18/2026

Date

Attachment B
Statement of Work

Name of Project 833-086 TX STAAR Item Dev 26/27

Services or Workshop participation specifications

- Independent Contractor agrees to:

Contract Type: Item Writing

<u>Asset Description</u>	<u>Domain</u>	<u>Sub-Domain</u>	<u>Grade</u>	<u>Due Date</u>
Provide 5 Development Workshop hour(s).			NA	9/22/2026
Provide 4 Stimulus item(s).	Science		09	12/31/2026
Provide 40 Multiple Choice item(s).	Science		09	12/31/2026
Provide 10 Multiple Select item(s).	Science		09	12/31/2026
Provide 4 Evidence Based Selected Response item(s).	Science		09	12/31/2026
Provide 10 Inline Choice item(s).	Science		09	12/31/2026

- o Not work on any materials designed for practicing or familiarizing students or teachers with the content of the assessments outside of the materials to be developed specifically for the above-named project only.
- o Read the materials listed below under "Pearson Responsibilities," prior to the first scheduled assignment. The materials will be provided via Pearson's secure FTP site, if applicable.
- o Check for style agreement per the project style guide, editorial guidelines, and item creation requirements, and follow project-specific writing guide as directed.
- o Provide comments/feedback as directed by the Project Manager/Project Coordinator and Functional Lead (e.g., Universal Design Review Specialist, Content Specialist).
- o If delivery schedule cannot be met, Independent Contractor will contact the Functional Lead (e.g., Universal Design Specialist, Assessment Specialist) and Project Manager/Coordinator within four (4) hours of receipt of work. Failure to do so will result in the schedule remaining unchanged with the Independent Contractor expected to complete the work within the scheduled timeframe.
- o Send email notification to the Functional Lead (e.g., Universal Design Review Specialist, Assessment Specialist) and Project Manager/Coordinator when work is complete.
- o Access all assets and materials via the Pearson secure FTP site and/or secure content authoring tool, if applicable.
- o Complete all deliverables pursuant to the schedule provided by Pearson.
- o Contractor warrants that Contractor shall obtain Pearson's specific written approval before utilizing any Artificial Intelligence (AI)-powered tool/s to create or aid in the creation of any Content for the Services performed under this Statement of Work. Any Content that is created with the aid of any AI-powered tool without prior written approval will not be accepted by Pearson; Pearson shall not be responsible to pay Contractor for any such Content.
- o Independent Contractor will use the following materials, as applicable, during the item writing process: Item writing training PowerPoint and item/passage templates, and other materials as provided by Pearson.
- o Prepare and participate in scheduled Item Writer training session. Payment will include up to one (1) hour of preparation and remaining time for participation in the Item Writing training session.
 - * Item frameworks provided by Pearson
 - * Computer with updated Chrome (preferred) or Firefox internet browser
 - * Item Writers' Guide and other training materials provided by Pearson
- o The number of assets listed above is a maximum number for this Statement of Work. Actual asset counts will be assigned and communicated by a Pearson Assessment Specialist and/or Project Manager/Coordinator.
- These responsibilities do not negate or take precedence over other Pearson Agreements/SOWs or other current work for Pearson assigned to this individual.

Content Acceptance Criteria

- Independent Contractor agrees to:
 - Submit assets meeting acceptance criteria per the due dates and as set forth in the project-specific and/or general specifications document(s), Item and/or Passage writing guide, Style Guide, Templates, and/or any other materials provided by Pearson.
 - Provide documentation of original source information including citation for facts, excerpted text, quotations, or other non-original ideas used in submission as outlined in Attachment C.
 - Provide documentation from both the primary and secondary sources including citations, if primary source material is obtained through a secondary source. Lack of source information will result in termination of this SOW and your Agreement with Pearson.
 - Provide work according to the method specified by Pearson (e.g., secure FTP site, Pearson authoring system).
 - Provide assets created specifically for this SOW. Assets submitted for other SOWS, even if those assets were subsequently rejected, will not be accepted. Assets created under this SOW must be unique and be compliant with Section 9 of this Agreement.
 - Acceptable items shall be:
 - * Written to assess important concepts/ideas represented in the assigned benchmarks or standards provided by Pearson; and shall be clear, concise and free from idiomatic expressions, grammatical errors, bias and stereotyping information.
 - * Submitted in the required, appropriate template or authoring tool for items, which includes stem and distractors, metadata, suggested art, rationales or rubrics and exemplars, and source information, as appropriate.
 - Multiple-choice items should:
 - * be passage dependent or work across the selections provided by the Content Specialist OR work as standalone items as determined in the specifications provided by Pearson
 - * measure the skill and expectation for which they are written
 - * have only one correct answer
 - * have the specified number of answer choices that are balanced grammatically and structurally
 - * contain plausible, but incorrect options
 - * be grade-level appropriate for difficulty, readability and interest
 - * not clue other items
 - Provide each completed passage in the template provided by Pearson including the Passage Title, Word Count and Resources.
 - Machine-scored items should:
 - * be submitted with stem and distractors, metadata, suggested art, rationales or rubrics and exemplars, and source information, as appropriate.
- Pearson will review:
 - The progress and status of each task to ensure expected progress is being made and on schedule to complete the task by the defined due date. Lack of progress or performance on assigned tasks may result in delay of payment and/or termination of this Agreement.
 - The assets to ensure they conform to the asset specifications set forth and provided by Pearson.
 - The assets to determine if assets are unacceptably similar to other sources not cited by Independent Contractor, which shall result in termination of this SOW and Agreement. Independent Contractor will not be paid for such unacceptable work.
- All assigned tasks are to be completed by the end date of this SOW, or before.

Fee and Payment Schedule:

- The Independent Contractor will receive:

<u>Asset</u>	<u>Domain</u>	<u>Sub-Domain</u>	<u>Grade</u>	<u>Submission</u>	<u>Accepted</u>	<u>Rate</u>
5 Development Workshop hour(s).			NA	\$0.00	\$20.00	\$20.00

4 Stimulus item(s).	Science	09	\$50.00	\$185.00	\$235.00
40 Multiple Choice item(s).	Science	09	\$5.00	\$32.00	\$37.00
10 Multiple Select item(s).	Science	09	\$5.00	\$42.00	\$47.00
4 Evidence Based Selected Response item(s).	Science	09	\$5.00	\$42.00	\$47.00
10 Inline Choice item(s).	Science	09	\$5.00	\$42.00	\$47.00

- o Payment net thirty (30) business days upon Pearson manager's submission of invoice for all completed and accepted work. Invoices billed to Pearson must include the specific description of work provided.
- The total amount not to be exceeded on this SOW is \$3,648.00.

Expenses to be paid by Pearson

<u>Expense</u>	<u>Max Pay</u>
No Expenses to be Paid	0

Pearson Responsibilities:

- Pearson will provide:
 - o The project-specific process document, development schedule, online training modules, style guide, Level of Effort checklist, layout guides, art requests, templates, communication directory, Pearson online authoring system training manual, and other materials provided by Pearson, as appropriate.
 - o Point-of-contact information including telephone numbers and email addresses of Pearson project team members.
 - o Feedback/clarification as needed.
 - o Pearson's secure file transfer protocol (SFTP) system and/or Pearson online authoring system access information and documentation, as appropriate, for Independent Contractor to submit assets.
 - o Date and time of training as well as mode of training delivery, if applicable.

Attachment C

Source Material Needed to Seek Copyright Permissions

Any assets that incorporate third party copyright protected material must include sufficient source material so permission can be sought where required.

TEXT

Please provide:

- A photocopy of unmarked material from its original source (e.g., book, magazine, newspaper, website). A spreadsheet *naming the source if not adequate.*
 - What to photocopy:
 - **From a book:** Provide a photocopy of the book cover, title page, table of contents, excerpted pages, author information page (if available), and the acknowledgement and credits information, which may be in the front or back of the book. Follow the same procedure for photos, illustrations, and graphics.
 - **From a magazine, journal, newspaper, or other periodical:** Provide a photocopy of the masthead (column listing staff and addresses), acknowledgements and credits page(s).
 - Magazines and journals may allow edits and/or deletions, but newspapers, as a rule, do not permit edits and/or deletions to text.

Photocopies and printouts of source materials should include page numbers, URLs, bylines, photo captions, photo credits, and/or footers. Also, photocopies should always be clear and easy to read (not too dark and not blurry).

- The direct URL for an article or pages from a website source. Include printouts of the article and the site's "Contact Us" or "About Us" page.
 - If printing an Internet article from a browser, double-check the printout. Use landscape layout if necessary.

ARTWORK

Please provide:

- A photocopy of the artwork from its source – the higher the quality, the better. Color photocopies are best for color photos (300 dpi). Fax copies are unacceptable because the quality degrades too much and photo houses often cannot identify the photos.
- A record of its original source.
 - Example: The source is USA Today, but it says "courtesy San Diego Zoo" in tiny type by it. This is a photo attribution or copyright notice that needs to be included and visible in the materials provided.
- An image I.D. if from a stock agency (e.g., Corbis or Getty).
 - Example: #03F21A-CX
- The photographer's name or illustrator's name.
 - Example: Bruce Coleman
- A detailed description of the changes requested if you want to alter the original artwork. Altering permissioned artwork is highly discouraged.

Attachment D
ACCESS AGREEMENT

This Access Agreement is by and between NCS Pearson, Inc. (Pearson), and Robin Rickard (You) collectively known as "the parties". This Access Agreement is a legal agreement between You (either an individual or a single enterprise) and Pearson, for the Product(s) identified as ABBI and ADAM including associated software components, media, graphics, web pages, printed materials, and "online" or electronic documentation (Product). By using the Product, You agree to be bound by the terms of this Access Agreement. If You do not agree to the terms of this Access Agreement, please inform Pearson in writing and do not use the Product.

This Access Agreement hereby becomes an attachment to the NCS Pearson, Inc. Agreement (Agreement) effective 9/15/2026, and corresponding Statement of Work (SOW) effective 9/15/2026 (between the parties).

This Access Agreement sets the terms and conditions for the use of the Product.

1. **User Access.** You will have access to the Products. Before You can use the Products for this project, You must complete and send to Pearson a file providing user names and levels of security information requesting a unique user identification and password for access to the Product. Pearson will use this information to set up and provide user access to You.
2. **Protection from Unauthorized Use or Access.** You agree to take reasonable efforts to protect and prevent the Product from unauthorized access or use, which includes, but is not limited to, any attempt to:
 - (a) Modify, adapt, decompile, reverse-engineer, disable, corrupt, deface, or adversely affect any part of the Product; or
 - (b) Remove any proprietary, copyrighted, or other intellectual property notices on any materials generated by the Products.
3. **Intellectual Property Rights.** The Products and any derivatives are protected by intellectual property rights (including but not limited to copyrights and trade secrets) owned by Pearson and/or its customers or licensors. You will not reproduce, distribute, or create any derivative works of the Products or materials generated by the Products or otherwise exercise or assert any intellectual property rights in or to any portion of the Products or materials generated by the Products.
 - (a) The parties agree that the terms of any Non-Disclosure Agreement signed between the parties will apply to your use of the Products and the Pearson Products will be considered Pearson Confidential Information to be protected under such Confidentiality or Non-Disclosure Agreement. To the extent of any conflict between confidentiality or nondisclosure terms in any agreements between the parties such provisions will be followed by You to the greatest extent allowable to preserve Pearson's trade secrets and confidential information.
4. **Disclaimer of Warranties. THE SYSTEM, THE WEBSITE, AND THE REPORTS WILL BE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**
5. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Pearson or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Product or the provision of or failure to provide Support Services, even if Pearson has been advised of the possibility of such damages. In any case, Pearson's entire liability under any provision of this Access Agreement shall be limited to the amount actually paid by Pearson for the services provided under the Agreement or \$5,000.00 whichever is less.
6. **System Availability.** Pearson shall make the System generally accessible via Internet connection to You during the term of this Agreement; provided, however, You acknowledge that Pearson may take the System down from time to time to perform maintenance and/or upgrades. In addition, You agree that from time to time the System may be inaccessible or inoperable due to System errors or causes beyond the control of Pearson or which are not reasonably foreseeable by Pearson, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). Pearson shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the System caused by Downtime, whether scheduled or not.
7. **Support.** During the term of this Access Agreement, Pearson will provide authorized users with technical support for the System via telephone, electronic mail, or Pearson's online technical support database, during normal business hours observed by Pearson. Pearson will provide technical support to assist You in resolving errors or malfunctions in the System and to answer technical questions which affect the functionality of and your ability to use the System. Technical support does not include assistance with interpretation of data or compatibility of the Products with your systems.
8. **Termination.** Without prejudice to any other rights, Pearson may terminate this Access Agreement if You fail to comply with the terms and conditions of this Access Agreement. In such event, You must destroy all copies of the Product and discontinue any use of the Product immediately. In any event, this Access Agreement automatically terminates upon termination of the above referenced Agreement SOW between the parties.

Attachment E

Information Security

When processing any Pearson sensitive information (to include but not be limited to Personally Identifiable Information ("PII"), Protected Health Information ("PHI"), credit card information, financial information, intellectual property, ETC.,) Provider agrees to adhere to common sense best practices and the following information security commitments:

1. Provider will only process Pearson sensitive information to the extent necessary to provide Pearson with Provider's services and always in accordance with Pearson's lawful documented instructions;
2. [If any of Provider's staff, contractors or any other third parties are authorized to process the Pearson sensitive information, Provider will only allow them to do so where they are bound by a contractual or statutory obligation of confidentiality];
3. Provider will always ensure that there are appropriate technical and organizational measures to protect Pearson personal data against personal data breaches. These measures shall include, but not be limited to the following:
 - 3.1 Provider will always ensure that there are appropriate technical and organizational measures to protect Pearson personal data against personal data breaches. These measures shall include, but not be limited to the following:**
 - 3.2 The personal device shall appropriately and securely segregate Pearson data from other customer data.**
 - 3.3 The personal device shall not be shared with anyone not under Pearson contract, and physically secured when out of Provider's immediate control. Pearson will be notified immediately if a device containing Pearson information is lost or stolen at SOC@Pearson.com.**
4. Provider will let Pearson know immediately if Provider has reasonable suspicion of a data breach and where requested Provider will assist Pearson to communicate with individuals who are impacted by the data breach; Contact is SOC@Pearson.com;
5. Provider will not appoint a third party to process Pearson sensitive information on Provider's behalf unless Provider gets written permission from Pearson to do so;
6. If Provider does appoint a third party to process Pearson sensitive information on Provider's behalf, Provider will ensure they agree to adhere to terms that are at least as protective as the terms outlined in this agreement and Provider will maintain oversight and responsibility for all acts and omissions, technological and organization requirements, and notification requirements of such third party who is processing Pearson sensitive information;
7. If Pearson requests, Provider will share with Pearson any records that relate to the Pearson sensitive information Provider processes and any independent third-party assessments or audit reports that assess Provider's technical and organizational measures designed to protect Pearson sensitive information;
8. Provider will assist Pearson in responding to individuals' exercise of their data subject rights to the extent that it relates to Pearson personal data provider may process;
9. If Pearson requests, Provider will complete and return to Pearson Pearson's data privacy and security questionnaire;
10. Provider will not process or retain Pearson sensitive information any longer than Provider needs to in order to provide Provider's services to Pearson or to comply with a lawful documented instruction Pearson has given; and
11. When Provider has finished providing the services to Pearson, Provider will return to Pearson or destroy (as Pearson elects) all Pearson sensitive information that Provider have in Provider's possession unless Provider needs to retain it to comply with an applicable law.
12. Provider agrees to be audited by Pearson, no more than once per year, with 30 days written notice, in the form of an electronic questionnaire. Provider will answer each question truthfully and provide evidence of compliance as requested.
13. Provider agrees to properly train anyone processing Pearson sensitive information to the degree commensurate with the type of data they will be processing. As an example, anyone processing ePHI would undertake HIPAA Awareness Training to be provided by the Provider or FERPA training if processing student data.

THIS DOCUMENT SHALL NOT BE USED AS A STANDALONE DOCUMENT, BUT AS AN EXHIBIT TO AN APPROVED MASTER SERVICES AGREEMENT. WHERE NO MSA EXISTS, THIS DOCUMENT HAS NO STANDING.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date set forth above.

NCS PEARSON, INC.

INDEPENDENT CONTRACTOR

Signed: *Pamela Parmer*
Pamela Parmer (Sep 18, 2026 15:48:44 CDT)

Signed: *Robin Rickard*
Robin Rickard (Sep 18, 2026 15:47:39 CDT)

Name: Pamela Parmer

Name: Robin Rickard

Title: Manager, Supplier Management

Title: Assessment writer