

SAT® School Day, PSAT/NMSQT® PSAT™ 10, and PSAT™ 8/9 PROGRAM AGREEMENT

This Agreement, including all schedules, riders, or attachments shown below, ("Agreement") is by and between you ("Client", "you" or "School") and College Board.

Your school(s) is/are participating in one or more of the following national standardized assessment programs:

- SAT School Day
- PSAT /NMSQT (PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.)
- PSAT 10
- PSAT 8/9

If your school, district or state, as applicable, has an existing signed written contract with College Board which covers the tests that you are now ordering, the terms and conditions of that contract will supersede any conflicting terms contained herein. This Agreement and any such other contract(s) constitute the entire agreement between the parties for the tests ordered and contain important information for the ordering and administration of our tests.

1. **Your Responsibilities: SAT School Day, PSAT/NMSQT, PSAT 10, and PSAT 8/9 Program Guidelines.** In connection with the use of one or more of the above national standardized assessments, you agree that you will:

- comply with the SAT Suite of Assessment Terms and Conditions in Exhibit A below and incorporated herein (*These are important legal terms. Please review them carefully*).
- comply with the Terms and Conditions for Administering Accommodated Tests in Schedule 1 below and incorporated herein (*These are important legal terms. Please review them carefully*).

- comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
- review the information in Schedule 2 below and incorporated herein about BigFuture School, College Board's mobile application available for students.
- place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day, PSAT/NMSQT, PSAT 10 or PSAT 8/9.
- designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
- ensure compliance with the requirements for training and other guidelines in the publications shared with you. College Board reserves the right to cancel your test administration if your Designated Personnel fail to complete any required training.
- verify and update, if necessary, the Test Coordinator name and contact information.
- submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with you and in compliance with Designated Personnel Guide directions.
- administer the test only during the authorized testing window for which the school is registered.
- receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing.

- Despite such efforts, you understand that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is your sole remedy in relation to such disruption.
 - Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the testing window.

2. Digital Testing Requirements

- The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff.
- The Technology Coordinator for each school will complete all required College Board Technology Coordinator Training and provide training access to other supporting staff. You will ensure compliance with training requirements for all testing staff.
- The Technology Coordinator for each school will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://bluebook.collegeboard.org/technology/devices>. You must ensure that each school can meet College Board Digital Testing Requirements as outlined on the referenced website.
- You shall complete College Board's Registration process for each student scheduled to test.

- If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet your students' testing needs, you should arrange for alternate accommodation supports.

3. Paper Testing

- College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- You will keep all test books in locked storage until test date.
- You will collect all test books at the end of the test.
- You will promptly mail answer sheets, test books, Coordinator's Report Form, remittance for test fees, and, if necessary, Coordinator's Irregularity Report.
- You will return answer sheets to College Board as soon as possible after the test administration (Late returns could impact the availability of scores and student eligibility for scholarship programs where applicable).

4. Program Materials (applies to all assessments unless otherwise noted):

Materials for Students:

1. Link to the Student Guides.
2. Test materials delivered through College Board's Digital Testing Platform, Bluebook™. Assessment score report delivered as a PDF to you via College Board's K-12 Reporting Portal.
 1. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
3. Student score report (PSAT/NMSQT, PSAT 10 and PSAT 8/9).

4. For SAT , PSAT/NMSQT and PSAT 10, information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Schedule 2 below (Schedule 2 contains important information about these services. Please be sure to review. If you have questions about these services or the opt out of certain features as described below, **please continue with you order. You will have the opportunity to make changes as described below after you complete your order).**
5. Access to SAT Practice Tools and Support as set forth below.
6. Access to Bluebook and the test at school (You will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).
7. For PSAT/NMSQT and PSAT 10, information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.

Materials for Schools:

- Materials to support test administration.
- You will receive online access to a test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the testing publications.
- Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- Access to AP Potential™ via College Board website.
- For SAT, PSAT/NMSQT and PSAT 10, insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Schedule 2.

Reports for Districts (if applicable):

- Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- Access to AP Potential via College Board website.

5. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) free, full-length practice tests in Bluebook and b) free, focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the [Khan Academy Website](#). You and your students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT written products (e.g., publications) and services (e.g. Professional Development Workshops) are not included as part of this Agreement. You may purchase these products and services separately.

College Board Collection, Use and Disclosure of Data. You acknowledge and agree that the data collected from the administration of the assessment(s) ordered under this Agreement (each a "Covered Assessment") and the Educational Services (defined below) is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from you, or Participating School(s), the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. You and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. You will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth

- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Schedule 2 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, or test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

- For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
- For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Schedule 2.*
- For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S.

- Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
- For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for an receive its National Recognition Programs award(s), for administration of the National Recognition Program, and share information with the student, their high school about the students' eligibility and recognition status.
 - For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer the his program in accordance with the [PSAT/NMSQT Student Guide](#) and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
 - Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
 - SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores are only provided to higher education institutions and scholarship organizations when authorized by students.
 - Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
 - Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.

- **Research:** College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- **Operational Third Parties:** College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- **Other:** College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

You acknowledge that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

SCHEDULE 1—Terms and Conditions for Administering Accommodated Tests

If your school, district, or state, as applicable, has a signed written contract with the College Board, the terms and conditions of that existing contract will supersede any conflicting terms contained here.

SAT School Day; PSAT/NMSQT; PSAT 10; PSAT 8/9

1. You are responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#).
2. Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures which can be found at <https://accommodations.collegeboard.org>. Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations.
3. SSD Coordinators are responsible for notifying students when and where to report on test day.
4. Early testing or testing at times other than those published by College Board is not permitted under any circumstances.
5. All accommodations administered must be approved by SSD. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients.
6. English Learner (EL) Supports for SAT School Day, PSAT 10 and PSAT 8/9 like translated directions and the use of word-to-word glossaries do not require approval or special test formats.
7. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3 via streaming).

SCHEDULE 2-College Board's College and Career Readiness Educational Services With the Covered Assessments, College Board shall provide the following

educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services").

"App" refers to a College Board mobile application, BigFuture® School, that students, age 13 and older, can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. "BigFuture School" as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, "Score Information") for College Board assessments including scores received by students on Covered Assessments. For SAT School Day, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, and PSAT 10. Connections is a College Board program through which students are provided information about non-profit colleges, universities, non-

profit scholarship providers and other government agencies administering educational programs ("Eligible Institutions") and may receive preliminary offers of admission from nonprofit colleges and universities ("Participating Colleges"). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments; and
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessments or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, or PSAT 10 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-App).

Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloading the mobile application, all of which data elements are optional. Eligible Institutions do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide you with reporting on your students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching, and the purposes described above under the "College Board Collection, Use and Disclosure of Data" section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to

access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or. Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the app, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. **College Board does not use mobile numbers collected during Covered Assessments for any other purposes.** Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

You may direct College Board to automatically exclude your students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. You may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form. Your purchase confirmation email will include a link to collegeboard.org/connections-tc and the opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before you opted-out of the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of your opt out.
- If you exclude your students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging, and anything previously delivered may be still accessed by the students.
- If You opt-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, your district or state may have elected to opt-out your students and College Board will abide by that exclusion for your students.

- If you opt-out, you may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement, the only exception being scores on College Board Covered Assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter

Some states, districts and other organizations send data protection agreements or similar as part of their procurement process. You agree that any such agreement that College Board may receive in connection with this Agreement is not intended to and does not contradict this Agreement.

SCHEDULE 3 -Data Protection and Security Measures. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security

groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

You shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States.

EXHIBIT A – SAT Suite of Assessments Terms and Conditions

INTELLECTUAL PROPERTY

Ownership of Intellectual Property. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, BigFuture School, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). You acknowledge and agree that nothing in this Agreement shall be interpreted to indicate that

College Board is passing its proprietary rights in and to College Board Intellectual Property to you.

Except as expressly provided herein, you are prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

SAT Suite Question Bank and License. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full “adaptive test panel” of content for each section of each assessment each year.

College Board grants you a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. You understand and acknowledge that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. You acknowledge and agree that you have no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if you violate the terms of the license. In addition, College Board shall not be liable to you nor any third party for your use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

Student Score Report License. College Board hereby grants you a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. You may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

TERM, TERMINATION, FEES, PAYMENT, TAXES

Term and Termination. This Agreement commence on July 1, 2025 and will expire on June 30, 2026 ("Term"). If either party breaches any of the provisions of this Agreement, either party shall have the right to give the other party written notice to

cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if you breach the Representations and Warranties, Ownership, or Confidentiality provisions, then College Board shall have the right to terminate this Agreement immediately.

Rights After Termination. If this Agreement is terminated for any reason, you shall (a) immediately cease all use of the materials, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in your possession or under your control.

Partial Payment Upon Termination. You will pay College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the testing materials under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

Fees and Payment. You shall pay fees for the assessments furnished during the 2025-26 implementation year. Payment terms are Net 30. If you are using federal funds to pay for all or a portion of the services furnished by College Board under this Agreement, you acknowledge and agree that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. You acknowledge and agree that the substance of the relationship with College Board is that of a vendor not a subrecipient.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if You have an outstanding undisputed invoice(s) to College Board in an amount greater than \$300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments here until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of these outstanding invoices.

Taxes. You agree to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless you are exempt from such taxes and has furnished College Board with a valid tax exemption certificate.

REPRESENTATIONS, WARRANTIES, LIMITATION OF LIABILITY

Representations and Warranties

(i) Authority. You represent and warrant that you are empowered under applicable state laws to enter into and perform this Agreement and you have caused this Agreement to be duly authorized, executed, and delivered.

(ii) College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

(iii) College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY YOUR REQUIREMENTS.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S VENDORS AND CONSULTANTS, AND ANY OF THEM, TO YOU AND ANYONE CLAIMING BY, THROUGH OR UNDER YOU, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, VENDORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY,

OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FORCE MAJEURE, TESTING DELAYS

Force Majeure. A party may be excused from performance of an obligation under this Agreement in the event that such performance is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood, epidemic, pandemic, government action or inaction, curtailment of transportation facilities, weather event, labor strikes, environmental or other contamination, natural event or other circumstance (whether or not listed above) that is beyond the control of, and could not reasonably be avoided by, such party, whether or not the applicable event is foreseeable.

Your Testing Delays. Should an event occur that would require your Participating School(s) to close for reasons beyond the reasonable control of such school(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in their the Testing Window. You understand that by selecting the last week of a Testing Window as your main administration date, if there is a Delay Event, there may be no additional test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window..

GOVERNING LAW, FORUM, NOTICES, PUBLICITY

Governing Law and Choice of Forum. If permitted by applicable law, this Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles. To the extent permitted by law, any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New York County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute); provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in

a court of competent jurisdiction. You agree not to demand a trial by jury in any action, proceeding or counterclaim.

Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service). Notices sent by you to College Board shall be sent to:

SAT Suite of Assessments

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

With a copy to:

Legal Department
College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding this Agreement.

PARTIES' RELATIONSHIP, THIRD-PARTY RIGHTS, SURVIVAL, SEVERABILITY

Relationship of the Parties. The relationship of you and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of you while performing these services and will not be entitled to fringe benefits normally accruing to employees of you. You recognize and agree that College Board is an independent contractor.

Third-Party Rights. Nothing contained in this agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.

Survival. It is agreed that certain obligations under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of these Terms, shall survive termination, cancellation, or expiration of this agreement.

Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or

the application thereof to any person or entity or any circumstance, is invalid or unenforceable, then (a) a suitable and equitable provision shall be substituted therefore in order to carry out so far as may be a valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

PURCHASE ORDERS, CLIENT FORMS

Your Purchase Orders. You agree that any Purchase Order submitted by you shall be subject to the terms and conditions of this Agreement and shall override any terms and conditions included in your Purchase Order. College Board accepts your Purchase Order as a matter of convenience for billing purposes only.

Client Forms. If you need College Board to complete or deliver additional forms, including, for example, a W-9, sole source letter or certificate of insurance, please complete your order today and contact us at Contractsmanagement@collegeboard.org.

INTEGRATION, EXECUTION, DELIVERY, ACKNOWLEDGEMENT

Integration, Execution and Delivery. Except if your school, district or state, as applicable, has an existing signed written contract with College Board, in which case the terms and conditions of that contract will supersede any conflicting terms in this Agreement, this Agreement constitutes the entire agreement between College Board and you and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including your Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future.

AGREEMENT: BY CHECKING THE BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THIS AGREEMENT (INCLUDING ALL SCHEDULES, RIDERS, AND ATTACHMENTS INCLUDED HERE) AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF YOUR SCHOOL OR DISTRICT, AS APPLICABLE.

SAT[®] Suite of Assessments 2025-26 Cost Estimator*

Do you have a state contract? (Enter 1 if No, 2 if Yes)

Child Poverty Rate (Enter as %)

Fall	Anticipated Volumes	Unit Cost	Expected Costs	Spring	Anticipated Volumes	Unit Cost	Expected Costs
PSAT™ 8/9 (All Grades)	<input type="text" value="-"/>	\$ -	\$ -	PSAT™ 8/9 (All Grades)	<input type="text" value="-"/>	\$ -	\$ -
PSAT/NMSQT® (11th Grade)	<input type="text" value="5,620"/>	\$ 14.38	\$ 80,827	PSAT™ 10 (All Grades)	<input type="text" value="-"/>	\$ -	\$ -
PSAT/NMSQT® (All Other Grades)	<input type="text" value="5,791"/>	\$ 14.84	\$ 85,944				
SAT School Day (All Grades)	<input type="text" value="-"/>	\$ -	\$ -	SAT School Day (All Grades)	<input type="text" value="5,740"/>	\$ 45.12	\$ 258,989
Total Fall Volumes	<input type="text" value="11,411"/>	\$ 14.61	\$ 166,771	Total Spring Volumes	<input type="text" value="5,740"/>	\$ 45.12	\$ 258,989

Total 2025-26 Estimated Costs

*This cost estimator is intended to help schools and districts estimate the potential cost of their College Board assessments for the 2025-26 school year and should not be considered a pricing commitment. Pricing is subject to change.