

MASTER SUBSCRIPTION AGREEMENT

OECD TEST FOR SCHOOLS

THIS MASTER SUBSCRIPTION AGREEMENT (this “Subscription”) is entered into effective as of the last date set forth on the signature page (the “Effective Date”) by and between **NWEA**, an Oregon nonprofit corporation, and the school or school district or other subscribing entity on the signature page (“Subscriber”). The term “Subscriber” shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the Services (as defined in Section 1 below) on behalf of the school or school district.

As the Organisation for Economic Co-Operation and Development’s (“OECD”) United States national service provider, NWEA provides Subscriber access to the OECD Test for Schools including certain school and district reports, Software, and other services, (collectively, the “Services”). Specific Services agreed to by Subscriber will be set forth in one or more applicable order schedules or other order documents (collectively referred to herein as the (“Schedule(s)”). The parties further agree as follows:

1. **Subscription.** Subscriber affirms its subscription to the Services for the term specified in the Schedule(s) (the “Term”). Schedule(s) may be provided as a separate attachment to the same email that this Subscription is sent from. In connection with this Subscription, NWEA will grant to Subscriber a limited license to use certain software (“Software”) that implement the delivery of the Services.

2. **Definition.** The Services include during the Term: (a) access to OECD Test for Schools as set forth in the Schedule(s); (b) test items including, images, text, graphs, charts, pictures (“Content”) licensed to NWEA and owned by OECD; (c) questionnaires; (d) scoring by NWEA and its subcontractors; and (e) school and district reports (“Reports”) that contain deidentified student scores provided that a required minimum number of students test. Documentation is made available to Subscribers by NWEA in the form of School Coordinator Manuals and Administrator Manuals (“Documentation”). The Software consists of code built by NWEA to render the Content on NWEA’s web-based platform.

3. **Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, and display the Content and the Software for Subscriber’s internal use only to gain access to the Services during the Term. Subscriber shall prepare for and administer the OECD Test for Schools in accordance with Documentation. This Subscription extends only to the quantity of students indicated on Schedule(s).

4. **Protection from Unauthorized Use or Access.** Subscriber shall not: (a) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services and Software; (b) exploit for any commercial

purposes any portion of the Services and Software, in particular the Content and Reports or permit use of the Services and Software by anyone not employed or in contract with Subscriber; (c) remove any proprietary notices or labels on the Services and Software; (d) use the Services and Software in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Content or other work protected by the copyright laws of any jurisdiction. Subscriber shall use secure measures to prevent unauthorized use (e.g., copying test items) by their end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services and Software. Subscriber will deactivate and remove from any equipment under its control any prior versions of Services.

5. **Ownership.** The Software is owned by NWEA and is copyrighted and offered through this Subscription to Subscriber, except certain Content, Documentation and Reports are sublicensed from OECD or a NWEA supplier. All right, title, and interest in the Software and all copies, and all updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The Services, Documentation, and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA’s or OECD’s trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA and OECD to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber hereby grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

6. **Confidential Information.** Subscriber acknowledges that all Content licensed to NWEA is owned by OECD and shall keep all Content confidential

and not publish or distribute copies of Content to third parties. Further, Subscriber acknowledges that test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates enhancements, modifications, and improvements are proprietary and confidential and contain trade secrets (collectively, “NWEA Confidential Information”), and Subscriber shall respect such confidentiality, and shall keep the Confidential Information strictly confidential. Subscriber shall not use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose Confidential Information to Subscriber’s employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. Both NWEA and Subscriber acknowledge that this obligation survives the termination of this Subscription.

7. **Student Information.**

7.1 **Student Information**

Generally. Subscriber shall have in place a policy to address student educational information (“Student Information”) and the necessary parental and guardian consents for NWEA to provide Services to Subscriber under this Subscription. NWEA and Subscriber acknowledge that NWEA may have access to Subscriber’s Student Information and Subscriber has obtained any and all necessary parental or guardian consent for student participation in OECD Test for Schools and for NWEA to access and maintain Student Information. NWEA shall respect such confidentiality and implement policies and practices to keep such information confidential. Except as permitted under this Subscription, NWEA shall not disclose any Student Information regarding Subscriber’s students or their families that NWEA learns or obtains during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event is NWEA liable for any disclosure of Student Information. Subscriber acknowledges that its designated School Coordinator, as defined in the Documentation, controls the access and security points of the Services and Software. Subscriber grants permission to NWEA to transfer Student Information for the sole purpose of maintaining, supporting and troubleshooting the Services to its contractors that have executed confidentiality agreements.

7.2 **Subscriber’s Ownership of Student Information.** Student Information (excluding Assessment Data as defined in Section 9.1) is and will remain the property of Subscriber and under Subscriber’s control. Subscriber grants NWEA permission to redisclose Reports and Assessment Data

(as defined in Section 9.1) to OECD and acknowledges that NWEA and the OECD may, through their employees or their contractors, maintain and use Assessment Data to conduct assessment and research activities for the collective benefit of multiple Subscribers.

8. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) for the primary purpose of providing Services pursuant to this Subscription. Personally identifiable information (“PII”) derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. Both parties acknowledge that no individual student level Reports will be generated from the Services and Subscriber is responsible for all communications with parents and guardians related to OECD TEST FOR SCHOOLS and the resulting Reports.

9. **Authorizations.** As part of this Subscription, Subscriber authorizes NWEA to perform the following actions:

9.1 Use Student Information to roster students to perform Services. In addition, Subscriber acknowledges that NWEA and OECD will retain use of deidentified Student Information, assessment data and results, and other metadata including, but not limited to, testing response times, scores, responses, item parameters and item sequences that result from the Services and Software (collectively “Assessment Data”) for research and improvement of products and services.

9.2 Allow NWEA designated quality monitors access to Subscriber’s school buildings and OECD administration sessions to verify Subscriber compliance with OECD policies, including those contained in the Documentation.

10. **Subscriber Information.** Subscriber hereby permits NWEA and OECD to use information regarding its schools or district (other than PII) to perform their obligations hereunder and to include such information in Reports for public dissemination and research to be used and disclosed to internal and external researchers that have executed confidentiality agreements. This permission survives termination or expiration of this Subscription.

10.1 **Reports.** Subscriber hereby permits NWEA to redisclose and deliver Reports and underlying raw data with America Achieves, a non-profit education organization. America Achieves manages the

Global Learning Network, a professional learning network for educators who participate in the OECD Test for Schools. America Achieves may use the Reports and raw data for research, analysis and development in the field of education, including conducting aggregate analyses of data from all participating schools in the America Achieves network and capturing this data in publicly shared reports. Reports and raw data may be used for illustrative case studies.

11. **Privacy and Breach Notification.**

Subject to the limitations of warranty set forth in Section 21 of the Subscription, within NWEA's sole discretion and to the extent commercially reasonable, NWEA shall maintain the necessary and appropriate privacy and data security controls to secure Student Information. NWEA shall maintain commercially reasonable policies and procedures for the designation and training of responsible staff members to ensure the security and confidentiality of Student Information. NWEA shall maintain an incident response program that specifies the actions to be taken when NWEA detects unauthorized acquisition or use of its information systems. As part of such response programs, NWEA shall notify the Subscriber by email or telephone without unreasonable delay, after confirmation of a breach of its security related to computer systems which contain Student Information. For the purposes of this Subscription, a breach means actual evidence of the unauthorized acquisition of or unauthorized use of Student Information ("Breach"). In the event of a Breach, Subscriber shall cooperate fully with NWEA to ensure NWEA can comply with any notification obligations NWEA may have to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by NWEA may be required under applicable law.

12. **Protection.** The Services may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices.

13. **Fees and Taxes.** Subscriber shall pay the Subscription fees set forth on the applicable Schedule(s) during the Term. Subscriber is solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.

14. **Billing and Payment.** Based on the protocols in the Documentation, Subscriber shall determine eighty-five students for each school (optimal number of students for testing) to be tested by Subscriber. NWEA shall send an invoice based on the number of schools tested to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice

date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. NWEA reserves the right to charge additional fees for students that Subscriber tested over a certain amount.

15. **Publicity.** Subscriber consents to NWEA's and OECD's use and/or references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

16. **Termination and Remedies.** This Subscription automatically terminates at the end of the Term. Either party may terminate this Subscription for convenience with 30 days' written notice. This Subscription may be terminated immediately without prior notice to Subscriber upon Subscriber's breach of this Subscription and license. NWEA is under no obligation to refund any fees paid by Subscriber for the Services and related services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including without limitation, injunctive relief and specific performance. Sections 5-10, 16, 18-23 survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

17. **Support.** NWEA will provide to Subscriber limited support and maintenance services. Subscriber shall upload its student data files, create its test session(s) and use NWEA's booking tool to request testing date(s). Subscriber acknowledges that the validity and accuracy of the Reports depends upon the quality of the data supplied by Subscriber.

18. **Service Level Availability.** "NWEA Network" shall mean NWEA owned and controlled equipment providing the Online Test system, but excluding any networks, equipment or services provided by third parties, Subscriber's equipment and networks, or interconnections to or from connectivity with other Internet Service Provider networks.

18.1 Online Test Availability

a. Availability Commitment. Subject to the exceptions listed in this Section, the Online Test system will be available 99.0% for Subscriber for the term of this Subscription, measured on a monthly basis. The Online Test system will not be considered Unavailable, as defined below, due to:

- (i) scheduled maintenance (NWEA's current scheduled maintenance dates

may be found at:
<http://support.nwea.org/node/4627>;

(ii) scheduled downtime (for system hot fixes, updates, upgrades and/or patches), provided NWEA gives Subscriber at least three (3) business days' prior written notice (email sufficient) of any scheduled downtime;

(iii) emergency maintenance (which is defined as an urgent situation requiring immediate action);

(iv) delays or failures due to circumstances falling under Section 24.1 hereunder;

(v) any outage or downtime outside of the NWEA Network;

(vi) any act or omission by Subscriber, its officers, directors, employees, subcontractors, agents or any other entity under its control;

(or)

(vii) NWEA's nightly processing window 3:30 AM – 10:00 AM GMT Monday – Friday and 1:00 – 4:00 AM GMT on Sundays.

18.2 **Availability Calculations.** For the purposes of calculating availability, the Online Test system will be deemed to be unavailable if its monitoring agent fails to respond to requests issued by NWEA's monitoring software (referred to herein as "Unavailable" or "Unavailability"). Further, the Online Test system will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 19.1(a) above.

18.3 **Service Level Agreement Reporting Procedures.** In addition to the foregoing, Subscriber must contact NWEA technical support by telephone, pursuant to procedures agreed to in writing by Subscriber and NWEA, when Subscriber believes a service issue has occurred in order to have the Unavailability or deficiency eligible for consideration for a service refund within ten (10) business days of the Unavailability or deficiency. NWEA's records and data

will be the sole basis for Unavailability calculations, interruptions, downtime, or any deficiencies of any kind whatsoever and will be made available upon written request by Subscriber.

18.4 **Service Refund Limits.** Upon Subscriber's request, the service refund will be in an amount equal to 1% of the monthly pro-rata portion of Subscriber's paid annual Subscription fees.

18.5 Subscriber is entitled to one (1) service refund per eligible incident, but no more than one (1) incident service refund per day. Subscriber's total service refund for any calendar quarter shall in no event exceed the equivalent of 5% percent of the quarterly pro-rata portion of their paid annual Online Test system fees. If Subscriber fails to notify NWEA in the manner set forth herein with respect to the applicable service refund, Subscriber will have waived its right to such service refund for that quarter of the Subscription Term.

19. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, SOFTWARE AND PLATFORM ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE AND PLATFORM INCLUDED WITHIN THE SERVICES SHALL BE ERROR-FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

20. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS SHALL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

21. **Limitation.** THE REMEDIES PROVIDED HEREIN ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS,

LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE SERVICES IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE SERVICES DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

22. **Indemnification.**

22.1 **By Subscriber.** Subject to applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (a) any breach of Sections 6, 7, 9 or 11 (b) any use of the Services and Software or (c) any other breach of this Subscription by Subscriber or any of its employees and agents.

22.2 **By NWEA.** Subject to Section 21, NWEA shall (i) defend Subscriber against any claims made by an unaffiliated third party that the Software infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense or settlement. Subscriber agrees to provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (i) Subscriber using the Software after NWEA has informed Subscriber to discontinue use due to such a claim; (ii) the combination or use of Software with non-NWEA information, data, or materials (other than as contemplated under this Agreement); (iii) modification of the Software other than as contemplated by this Agreement; or (iv) use of NWEA's or OECD's trademark(s) without express written permission. If NWEA receives information about a claim under this Section related to the Software, NWEA may do any of the following, at our expense and without obligation to do so: (i) procure the right to continue its use; (ii) replace it with a functional equivalent; (iii) modify it to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing Software immediately); or (iv)

terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this Section 22.2 obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees or agents.

23. **Miscellaneous.**

23.1 **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

23.2 **Waiver and Severability.** Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Subscription. If any part of this Subscription is held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Subscription nevertheless remain in full force and effect.

23.3 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

23.4 **Survival.** All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription do so.

23.5 **Entire Agreement; Order of Precedence.** This Subscription contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription. If there is a conflict among any of the terms of this Subscription, the parties intend that it be resolved by giving precedence to Subscription documents in the following order (i.e. the earlier listing governing the later): (i) this Subscription without any Schedule(s); (ii) the most recent Schedule(s); followed by (iii) any other Schedule(s) in reverse chronological order.

23.6 **Assignment.** Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

23.7 **Binding.** This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

23.8 **Merger and Successors in Interest of NWEA.** In the event of a merger between NWEA and any third party, any such newly formed entity created as a result of such merger shall continue to maintain the Student Information and any PII subject to this Subscription provided the newly formed entity is subject to the terms and conditions as set forth under the Subscription. In the event of a sale of NWEA to any third party, any successor in interest of NWEA shall continue to maintain the Student Information and any PII subject to this Subscription provided the successor in interest of NWEA is subject to the terms and conditions as set forth under the Subscription.

23.9 **Representation of Signatories.** Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.

23.10 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 26.10.

Address for Notices to NWEA:

NWEA
121 NW Everett Street
Portland, OR 97209
Email: legalservices@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

23.11 **Controlling Law and Venue.** The parties intend that this Subscription be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and does not apply to this Subscription. Any litigation arising out of this Subscription must be conducted in courts located in Multnomah County, Oregon.

23.12 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim shall be

entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

23.13 **Counterparts.** This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

23.14 **Vendor Status and Independent Contractor.** The Services is provided by NWEA within its normal business operations and is operated in a competitive environment. The Services offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber's employees. Nothing contained in this Subscription shall create or imply an agency relationship, joint venture or partnership between the parties.

SIGNATURES ON FOLLOWING PAGE

NWEA:

SUBSCRIBER name and address:
(please print)

By: _____
Jeffrey P. Strickler, President & COO

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____