

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2017 ____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

NCS PEARSON, INC.,

a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437
("Certiport")

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. The Agreement is hereby extended from December 6, 2017 through December 6, 2018, unless terminated earlier pursuant to Section 10.1 of the Agreement.

The following provisions shall be added to the Agreement, by interlineation, as follows:

22. Processing of Examinee Personal Information. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the

protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

▪ **Exhibit D**

1.04 **Cost of Services.** SBBC shall pay Certiport for services rendered under this First Amendment to Agreement. Upon commencement of this First Amendment, payment shall be made within thirty (30) days of receipt of an appropriate invoice from Certiport, not to exceed \$892,922.40, see **Exhibit D**.

1.05 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and
- b) the Agreement.

1.06 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.07 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette
M. Smith
Date: 2017.09.22 12:02:32
-04'00'

Office of the General Counsel

FOR CERTIPOINT

(Corporate Seal)

ATTEST:

NCS PEARSON, INC.

By [Signature]
Signature

_____, Secretary

Printed Name: Don Wagner

Title: Sr. Vice President

-or-

Barbara Miller

Witness

[Signature]
Witness

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20th day of September, 2017 by Donald R. Wagner of NCS Pearson, Inc.
Name of Person

on behalf of the corporation/agency. He/She is personally known to me or produced Minnesota Drivers License as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 1/31/2020

[Signature]
Signature – Notary Public

Catrinia M.C. Griffith
Printed Name of Notary

6078859
Notary's Commission No.

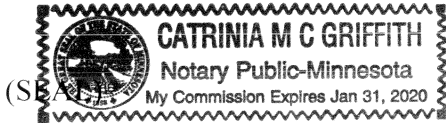


EXHIBIT D



Achieve • Distinguish • Advance
 1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118

Universal License Quote

NO: 08152017UL
 DATE: August 15, 2017

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<p>Universal District License for Broward County Schools</p> <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certiport program in Broward County SD. (ACA, ACE, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB and Toon Boom) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration <p style="text-align: right;"><u>Number of Exam Licenses</u></p> <p style="text-align: right;">22,212</p> <p><i>**All Certification exams and licenses expire one year from purchase date</i></p>	\$40.20	\$892,922.40
		SUBTOTAL	\$892,922.40
		SALES TAX	N/A
		SHIPPING & HANDLING	N/A
		TOTAL DUE	\$892,922.40

Email purchase order to Mindy Howa mindy.howa@pearson.com