

- 4.2.3.1.4 Check-in Processing. Contractor will turn on the Self Check-in option. Self-Check-In means a check-in process performed through automation including artificial intelligence and does not include a human greeter. Self-Check-In will perform identification validation through automated technology and facial comparison using the government-issued identification presented by the Candidate and a photograph taken through Contractor's Delivery System. The Contractor will document and preserve the type and form of identification provided as an image or similar format for review and identification audits by the Agency. Where legally permissible or at Contractor's reasonable discretion, the Candidate will be prompted to:
- 4.2.3.1.4.1 Take a picture of him/herself within the Contractor Delivery System.
 - 4.2.3.1.4.2 Present his/her government issued photo identification.
- 4.2.3.2 Agreement to Online Proctored Testing Rules. The parties will mutually develop and agree upon a set of Online Proctored Testing Rules that will be in place for the Online Proctored Test. Contractor will obtain Candidate's agreement to comply with the Online Proctored Testing Rules before Candidate can access any Online Proctored Test.
- 4.2.3.3 Customer Service Issues. Contractor and its staff may exclude and/or terminate services if a Candidate fails to follow Contractor's Online Proctored Testing rules and procedures. If an incident arises with a Candidate, which Contractor determines, in its sole discretion, is the responsibility of Contractor, Contractor will take reasonable steps to resolve such Candidate issue. If the Candidate's issue is not the responsibility of Contractor, Contractor will contact the State for direction on how to proceed with the Candidate's Online Proctored Test. Contractor and the State agree to work diligently together to mutually resolve any such issues with Candidates.
- 4.2.3.4 The State will authorize the awarded Contractor to perform identification validation, facial comparison and automated processing of Candidate Personal Data.

4.2.3.5 The State acknowledges and understands that the awarded Contractor may, from time to time during the term of any resultant Contract turn off these online proctored services (or a portion thereof) in certain country's based on Contractor's interpretation of international data privacy laws. The State understands and agrees that Contractor will collect Candidate personal information and data directly and through third parties on behalf of the State. Notwithstanding anything contained herein, the State acknowledges and agrees that the State will be the data controller of Candidate personal information and data as may be defined by each country including, but not limited to, the European Union and Contractor will be the data processor for the State hereunder. The State acknowledges and agrees that they will be responsible for all such data privacy laws as the data controller and that Contractor will be responsible for all such data privacy laws as the data processor.

4.2.3.6 Assumptions:

4.2.3.6.1 The Online Proctored Test will only be available in countries where photo identification and video capture is permissible by law and offered by Contractor.

4.2.3.6.2 Online Proctored Test services will only be available in English. In the event the parties agree to provide other languages, the parties will sign a separate statement of work or amendment.

4.2.3.6.3 The State acknowledges that due to the inherent nature of Online Proctoring, Contractor cannot control the security of the State's Online Proctored Tests while at the Candidate's testing location or on Candidate's computer. In the event Contractor owned or licensed Test's or Item's security is compromised Contractor will replace compromised Items or Tests within a time frame mutually agreed upon by the parties. Notwithstanding anything to the contrary within the RFP to the extent the contractor will perform its obligations as required under a future Contract and complies with applicable laws, this RFP or other statement of work, schedules or exhibits, Contractor shall have no liability to the State for: (i) exposure or loss of the State's Tests, Items or Test Content that

arises from or is related to the administration of Online Proctored Tests; (ii) third parties or Candidates resulting from or in connection with (a) screen shots, photos or snapshots of Candidate, Candidate's computer or identification; (b) video or audio recording the Candidate, the location or anyone or anything found in the location where the services will be provided; (iii) for disclosure of wrongful conduct to the appropriate government authority; or (iv) issues resulting from Contractor's delay in replacing Items or Tests.

4.2.3.6.4 The State acknowledges that if the State decides to utilize Online Proctored Examinations, any requirement to the number of Test forms will not apply.

4.2.3.7 FEES

4.2.3.7.1 General Requirement. For online proctored Tests performed by Contractor hereunder, the Contractor may charge for Test Delivery to candidates that select an online proctored Test based on an amount agreed upon by the parties. Candidates that select a Test proctored in a test center will continue to be charged the fees previously set forth in the Agreement.

4.2.3.7.2 The Test Delivery Fees shall apply for Online Proctored Test Candidates who: (1) fail to meet the Minimum Technical Requirements or whose Online Proctored Test are terminated due to the Candidate's failure to comply with Online Proctored Testing Rules, (2) fail to appear for a scheduled Online Proctored Test; or (3) arrive more than fifteen (15) minutes after the scheduled appointment.

4.2.3.8 Accommodation Compliance. The State agrees to notify Contractor electronically or in writing of a Candidate's request for an accommodation in a timely manner. The State shall consult with Contractor prior to approving any such accommodation request. Contractor will provide the State with the feasibility, timeline and costs for such accommodations. The State shall work in good faith with