



Schedule A-4

Commercial Operations

This Schedule A-3 is attached to and a part of the Enterprise Software License Agreement ("Agreement") by and between Vector Psychometric Group, LLC, a Delaware limited liability Company ("VPG"), and Standards & Testing Agency, having its principle place of business located at London, England ("License Holder"). VPG and License Holder agree as follows:

1. Permitted Use:

(a) **Commercial Operations:** During the Term, the Business Unit may install and use fourteen (14) copies of the License Software on the approved Seats for commercial operations.

(b) The Permitted Uses for the Business Unit and Authorized Users under this Schedule A are therefore limited to the following: (a) testing and validating the functionality of the Licensed Software through comparative analyses with simulated data or actual data; (b) researching options, models, opportunities and methods for integrating the Licensed Software into the Business Unit's commercial and internal operations; (c) developing new outcomes of interest for future use in operations; (d) scales development or scores estimation for internal research and development; (e) publication of research findings in trade, periodical, or scientific journals, provided that all publications include a references to flexMIRT® and Vector Psychometrics Group; (f) output, scores, or other results that are directly or indirectly provided to the Business Unit's clients or consumers.

1. Operational use is United Kingdom's Department of Education Operations.

2. Business Unit: License Holder.

3. Term: The Agreement shall be in effect for twenty-four (24) months from the execution of this Schedule A.

4. Seats: Seven (7) user(s), two (2) installs per user.

5. Authorized Users: Seven (7) employee(s) of the License Holder.

6. License Fee: One thousand seven hundred and fifty US dollars (\$1,750.00 USD) per user for a total of twenty-four thousand five hundred U.S. dollars (\$24,250 USD) for two years. Email support is included.

7. Updates and Upgrades. Provided the License Holder is current on paying all applicable License Fees, VPG or its assigns will provide the Business Unit with the following Updates and Upgrades when released by VPG or its assigns:

(a) For the purposes of the Agreement, an "Update" is defined to be an error correction or bug-fix to any Version of the Licensed Software.

(b) For the purposes of the Agreement, an "Upgrade" is defined to be a new Version of the Licensed Software as defined below. VPG will make available to the Business Unit all Updates and Upgrades to the Licensed Software to the Business Unit at no additional cost. Upgrades will be implemented, when available, at the request of the License Holder.



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(c) For the purposes of this Agreement a "Version" of the Licensed Software is defined to be a new "Major Release" or "Minor Release" of the Licensed Software that VPG makes generally available to all customers. A "Major Release" is Licensed Software identified by a change in the number immediately to the left of the decimal point. For example, flexMIRT® 1.0 would become flexMIRT® 2.0 after the first Major Release. A "Minor Release" is identified by a change in the number immediately to the right of the decimal point. For example, flexMIRT® 1.0 would become flexMIRT® 1.1 after the first Minor Release. Upgrades do not include new VPG products and services, which must be separately licensed.

(d) As a condition of the per-seat rate, VPG will not maintain License Holder specific source code.

IN WITNESS WHEREOF, License Holder and VPG have caused duly authorized representatives, with the authority to enter into and to bind their respective Party to all of the terms and conditions of this Agreement and this Schedule A, to execute this Schedule A on the dates set forth below:

LICENSE HOLDER:

Vector Psychometric Group, LLC

STANDARDS AND
TESTING AGENCY

Signature

Date

Title

VPG EIN: 20-8629825

Date

Contact Information for Notice

Contact Information for Notice
